

# Terms and Conditions Governing the OCBC Mobile Banking Login Campaign

#### The Campaign

The OCBC Mobile Banking Login Campaign ("Campaign") is organised by OCBC Bank (Malaysia) Berhad ("OCBC Bank") subject to these terms and conditions. The Campaign will run until 30 September 2015, both dates inclusive ("Campaign Period").

### Eligibility

- Participation in the Campaign is strictly for those that have login to OCBC Mobile Banking. OCBC Bank's customers who shall receive text messages by way of short message service (SMS) or electronic direct mailer (eDM) inviting the customers to register for OCBC Mobile Banking service and login by the Campaign Period shall be eligible to participate in this Campaign save and except the following who shall not be eligible and are disqualified from participation in this Campaign (notwithstanding that such customers have received the Campaign Message):
  - (a) OCBC Bank customers who are 18 years old or younger;
  - (b) OCBC Bank customers whose accounts with OCBC Bank shall have been suspended or terminated; and
  - (c) OCBC Bank customers who shall have breached any agreement with OCBC Bank,
  - (an OCBC Bank customer who is invited and not disqualified is referred to as an "Eligible Customer").

#### **Campaign Mechanics**

 To participate in the Campaign, an Eligible Customer must perform the below to earn Entries (defined below) for the month via OCBC Malaysia Mobile Banking application by 30 September 2015.

In this Campaign, the "Entries" means the following:

- (a) Logging in to the OCBC Mobile Banking Application 1 Entry
- (b) Performing an InterBank GIRO, MEPs Instant Funds Transfer or Bill Payment to OCBC Loans/ OCBC Credit Cards/any of the Billing Organizations (defined below) 2 Entries
- 4. OCBC Bank allocates a maximum of 40 Lenovo S960 Phones ("**Total Prize**") to be given away during the Campaign Period. For avoidance of doubt, there will be 10 Winners (defined below) each month.
- 5. Each winner is entitled to one Lenovo S960 Phone ("Prize") only.
- 6. The Prize will be sent to the Winner's mailing address in the record of OCBC Bank within 8 10 weeks from the end of the Campaign Period.

#### **Winner Selection Period & Process**

- 7. The following is the selection process to determine the winners of the Prizes:
  - a) By 12 October 2015, 10 Eligible Customers will be drawn from the pool of Eligible Customers who have earned Entries to win a Prize as provided above ("Selected Customers");
  - o) OCBC Bank will make a maximum of 3 attempts to contact each Selected Customer, via telephone any time during office hours (9.00am 6.00pm), Monday to Friday (except public holidays), based on the Selected Customer's last known contact information in OCBC Bank's records. If all 3 attempts are not successful, then the Selected Customer who cannot be contacted shall forthwith be disqualified and shall not be entitled to receive any Prize. OCBC Bank shall be entitled to select again from the pool of remaining Eligible Customers until OCBC Bank selects an Eligible Customer who can be contacted in the manner provided herein.
  - Upon being contacted, the Selected Customer shall be required to answer 1 question correctly, to be eligible to receive a Prize. If the Selected Customer fails to answer the question correctly, he/she shall forthwith be disqualified and shall not be entitled to receive any Prize, whereupon OCBC Bank shall be entitled to select again from the pool of remaining Eligible Customers, until OCBC Bank selects an Eligible Customer who can answer 1 question correctly upon being contacted in the manner provided herein.
  - d) Upon answering the question correctly and upon his/her agreement with these terms and conditions, the Selected Customer shall be declared as the "Winner" for a Prize.

## **General Terms and Conditions**

8. In this Campaign, the "Billing Organizations" means the following:

| 1. | ASTRO                                 | 27. | MAJLIS PERBANDARAN PORT DICKSON   |
|----|---------------------------------------|-----|-----------------------------------|
| 2. | AUTOMOBILE ASSOCIATION MALAYSIA (AAM) | 28. | MAJLIS PERBANDARAN PULAU PINANG   |
| 3. | CELCOM                                | 29. | MAJLIS PERBANDARAN SANDAKAN       |
| 4. | DEWAN BANDARAYA KOTA KINABALU         | 30. | MAJLIS PERBANDARAN SEBERANG PERAI |
| 5. | DEWAN BANDARAYA KUALA LUMPUR          | 31. | MAJLIS PERBANDARAN SELAYANG       |
| 6. | DIGI                                  | 32. | MAJLIS PERBANDARAN SUBANG JAYA    |
| 7. | Etiqa Insurance                       | 33. | MAJLIS PERBANDARAN TELUK INTAN    |
| 8. | INDAH WATER KONSORTIUM                | 34. | MAXIS                             |
| 9. | LEMBAGA AIR PERAK                     | 35. | P1.COM                            |

| 10. | MAJLIS BANDARAYA IPOH                 | 36. | Pac Lease                                      |
|-----|---------------------------------------|-----|--|
| 11. | MAJLIS BANDARAYA MELAKA BERSEJARAH    | 37. | Pacific Mutual Fund                            |
| 12. | MAJLIS BANDARAYA PETALING JAYA        | 38. | PEJABAT PENGARAH TANAH & GALIAN SELANGOR       |
| 13. | MAJLIS BANDARAYA SHAH ALAM            | 39. | Prudential Insurance                           |
| 14. | MAJLIS DAERAH LAHAD DATU              | 40. | SABAH ELECTRICITY SDN BHD                      |
| 15. | MAJLIS DAERAH PENAMPANG               | 41. | Sarawak Electricity Supply Corporation (SESCO) |
| 16. | MAJLIS DAERAH SEGAMAT                 | 42. | SILICON NAVIGATOR (JARING)                     |
| 17. | MAJLIS PERBANDARAAN TAWAU             | 43. | SYABAS   |
| 18. | MAJLIS PERBANDARAN AMPANG JAYA        | 44. | SYARIKAT AIR JOHOR                             |
| 19. | MAJLIS PERBANDARAN BATU PAHAT         | 45. | TELEKOM MALAYSIA                               |
| 20. | MAJLIS PERBANDARAN JOHOR BAHRU TENGAH | 46. | TENAGA NASIONAL BERHAD                         |
| 21. | MAJLIS PERBANDARAN KAJANG             | 47. | THE CHINA PRESS                                |
| 22. | MAJLIS PERBANDARAN KLANG              | 48. | Timedotnet Berhad                              |
| 23. | MAJLIS PERBANDARAN KUANTAN            | 49. | Tokio Marine                                   |
| 24. | MAJLIS PERBANDARAN MANJUNG            | 50. | TT DOTCOM                                      |
| 25. | MAJLIS PERBANDARAN MUAR               | 51. | UNIFI  |
| 26. | MAJLIS PERBANDARAN NILAI              | 52. | Zurich Insurance (M) Berhad                    |

- 9. All information and data submitted to OCBC Bank will be tracked and processed by OCBC's system for purposes of this Contest. Each customer who submits information and data by such means shall be deemed to have agreed with these terms and conditions, regardless of whether or not the applicant is eligible for participation, or wins any Prize, in this Contest.
- 10. OCBC Bank's decisions 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.
- 11. 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.
- 12. OCBC Bank reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with prior notice. For updated versions of these Terms and Conditions, if any, please revisit the Terms and Conditions posted at <a href="http://www.ocbc.com.my">http://www.ocbc.com.my</a>.
- 13. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to be bound by these terms and conditions. The terms and conditions contained herein are binding on all parties. No appeal and/or correspondence will be entertained.
- 14. OCBC Bank may, at its sole discretion, cancel, terminate or suspend the Campaign with prior notice. For the avoidance of doubt, cancellation, termination or suspension by OCBC Bank of the Campaign shall not entitle any customer (eligible or otherwise) to any claim for compensation against OCBC Bank for any and all loss or damage suffered or incurred by the customer as a direct or indirect result of the act of cancellation, termination or suspension.
- 15. All the existing Accounts and Services Main Terms and Conditions, OCBC Card member's Agreement, OCBC Credit Card Terms and Conditions and Online Banking Terms and Conditions, where applicable, shall continue to apply. In the event of any inconsistencies with the terms and conditions herein, the terms and conditions herein shall prevail in relation to this Campaign only.
- 16. 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.
- 17. 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.

These terms and conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.