

OCBC 365 MasterCard Card Terms and Conditions

These terms and conditions govern the credit card issued by OCBC Bank (Malaysia) Berhad (“**OCBC Bank**”) called “OCBC 365 MasterCard” (“**OCBC Card**”) and the features which apply specifically to OCBC Card namely the “OCBC 365 Cashback Programme”. These terms and conditions are binding on all customers who hold the OCBC Card (“**Cardmembers**”, unless expressly excluded, this may include both the principal and supplementary Cardmembers where the context allows) and shall be read in conjunction with the OCBC Cardmember’s Agreement. By signing on or using the OCBC Card, a Cardmember shall be deemed to have agreed with these terms and conditions and the OCBC Cardmember’s Agreement.

OCBC 365 Cashback Programme

1. The OCBC 365 Cashback Programme is an on-going feature of the OCBC Card. OCBC Bank may, at its absolute discretion, withdraw or suspend the OCBC 365 Cashback Programme from Cardmembers :
 - (a) who are not, or who cease to be, in good standing with OCBC Bank;
 - (b) whose accounts with OCBC Bank are delinquent, unsatisfactorily conducted or terminated; or
 - (c) who have breached any agreement with OCBC Bank.
2. Under the OCBC 365 Cashback Programme, a Cardmember earns cashback on purchases validly charged to the Cardmember’s OCBC Card as provided in Table 1 below:

TABLE 1

CASHBACK	TRANSACTIONS FOR CASHBACK CALCULATION
First RM1,000 of Total Everyday Spending – 0.05%	Total Everyday Spending (Table 2 and Table 3) billed for the month
Subsequent Total Everyday Spending of RM1,000 – RM1,500 - 5% (capped at RM20 cashback monthly)	
Subsequent Total Everyday Spending of above RM1,500 – 0.50%	

- a) “Total Everyday Spending” means the total amount you spend on regular or “everyday” purchases as outlined in Table 2 and Table 3 below. The right hand column shows items that are not considered “everyday spending.”

TABLE 2

EVERYDAY SPENDING* (the transactions below are included for Cashback calculation)		NON-EVERYDAY SPENDING (the transactions below are excluded from Cashback calculation)	
(i)	Local and overseas/foreign currency purchase	(i)	Easy Payment Plan (EPP)
(ii)	Auto Debit/Recurring	(ii)	Balance Transfer (BT)
(iii)	Online Purchases/ e-wallet/ E-Commerce	(iii)	Call for Cash (CFC)
(iv)	Instalment Payment Plan (IPP)	(iv)	Power Credit Cash Plus
(v)	Mail Order/Telephone Order	(v)	Outstanding Balance
		(vi)	Auto Balance Conversion
		(vii)	Cash Advance

(viii)	Finance Charge
(ix)	Annual Fee
(x)	Late Payment Charge
(xi)	Reversal on Transaction
(xii)	Disputed Transaction
(xiii)	Fraudulent Transaction
(xiv)	Card Replacement Fee
(xv)	Service Tax
(xvi)	Other Fees and Charges
(xvii)	Donations to Charitable and Social Service Organisations
(xviii)	Government- related payments
(xix)	Great Eastern Life/General Insurance
(xx)	Jompay, FPX and Duitnow QR transactions
(xxi)	Any transactions made in the United Kingdom, or in the country which is a member of the European Economic Community (EEC) or European Union (EU) including Aland Islands, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Netherlands, Poland, Portugal, Reunion, Romania, Saint Martin, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen, Sweden, Iceland, Liechtenstein and Norway.

* The Everyday Spending under cashback calculations is based on the Merchant Category Codes (“MCC”) as stated in Table 3 (or as stated on the OCBC Website from time to time), and excludes transactions in countries specified in items (xxi) under Non-Everyday Spending (including online/e-commerce transactions made to merchants tagged to the aforementioned countries)

- b) The cashback is calculated on the Total Everyday Spending for the month and is noncumulative from previous month.

Illustration 1 of cashback calculation:

EVERYDAY SPENDING AMOUNT	CASHBACK CALCULATION	CASHBACK AMOUNT
RM1,000	RM1,000 x 0.05% Cashback	RM 0.50

Illustration 2 of cashback calculation:

EVERYDAY SPENDING AMOUNT	CASHBACK CALCULATION	CASHBACK AMOUNT
RM3,000	First RM1,000 x 0.05% Cashback	RM 0.50
	Subsequent RM500 x 5% Cashback (capped at RM20 per month)	RM 20.00
	Subsequent RM 1,500 x 0.50% Cashback	RM 7.50
	Total	RM 28.00

- c) Online purchases, e-wallet and e-Commerce are collectively known as “Online Purchases”. This refers to purchases made on an online merchant’s website, and excludes transactions made for payments on OCBC Internet Banking.
- d) The Everyday Spending under cashback calculations is based on the following Merchant Category Codes (“MCC”) as stated in Table 3 (or as stated on the OCBC Website from time to time) :

TABLE 3

Category	Eligible MCC
Dining	5811, 5812, 5462, 5814
Grocery	5411, 5422, 5441, 5451, 5499, 9751, 5912
Shopping	5310, 5311, 5331, 5399, 5947, 5948, 5949, 5950, 5964, 5965, 5966, 5967, 5969, 5970, 5971, 5973, 5992, 5993, 5999, 5094, 5300, 5309, 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5681, 5691, 5697, 5699, 5931, 5941, 5942, 5943, 5944, 5945, 5977, 7278
Utilities	4900, 5968, 4899, 4813, 4814
Petrol	5172, 5541, 5542, 9752
Insurance Premiums*	5960, 6300, 6381

*Insurance Premiums excludes exclude Great Eastern Insurance Premiums.

- e) All overseas transactions and transactions performed in foreign currencies will be converted to Ringgit Malaysia (RM) at such rates of exchange as may be determined by OCBC Bank at its sole discretion. OCBC Bank’s records shall constitute conclusive and binding evidence of the transaction details and amounts.
- f) The cashbacks accumulated by the principal and supplementary Cardmembers will be credited into, and reflected in the billing statements of, the principal Cardmember’s OCBC Card account.
- g) The cashbacks accrued are subject to adjustment if there are any credit(s) or debit(s) posted to Cardmembers’ OCBC Card account including those arising from return of goods or services, or billing disputes.

- h) The cashbacks will be calculated to the nearest Ringgit Malaysia of the Total Everyday Spending.
- i) The entire cashbacks will be voided or forfeited if any of the following events shall occur:
 - 1. The OCBC Card is terminated by either OCBC Bank or the Cardmember for any reason;
 - 2. There is loss, theft, damage, destruction, fraudulent or unauthorized use of the OCBC Card;
 - 3. OCBC Bank cancels or terminates the OCBC 365 Cashback Programme for whatever reason.
- j) If cashbacks are given in respect of any transactions which are subsequently reversed, the reversal will result in the corresponding cashbacks being reversed.
- k) The cashbacks are not transferable or exchangeable for other items, credit or kind, in part or full.

General

- 3. OCBC Bank's decisions on all matters relating to the OCBC 365 Cashback Programme shall be final, conclusive and binding on all parties. No correspondence or attempts to dispute such decisions will be entertained. For variations or amendments to these terms and conditions or the variation, suspension or termination of the OCBC 365 Cashback Programme, OCBC Bank will give twenty one (21) days prior notice to the Cardmembers.
- 4. OCBC Bank reserves the right at any time and from time to time to revise, amend or modify the OCBC 365 MasterCard features, services or terms and conditions in any way deemed appropriate by OCBC Bank at its sole and absolute discretion, including but not limit to, suspending, withdrawing or terminating the OCBC 365 MasterCard features or services available, adding/supplementing or to deleting/removing or replacing/substituting or otherwise varying or modifying these terms and conditions. OCBC's decisions in all matters shall be final, binding and conclusive on all Cardmembers. Any such revision, amendment or modification to the terms and conditions may be made after giving 21 days' notice. Notification may be effected at OCBC's discretion by way of posting a general notice in any OCBC branch and its website, via Short Messaging Service (SMS) to the Cardmember's registered mobile number, e-mail to the Cardmember's registered email address or incorporating the notice into OCBC Bank's statement sent to the Cardmembers periodically. OCBC Bank may advertise a general notice in any one issue of a daily national newspaper as well.
- 5. The OCBC Card is strictly for personal usage only. OCBC reserves the right not to award the cashback for transactions that OCBC deem as not complying with these criteria.
- 6. These terms and conditions shall be governed by the laws of Malaysia, and all Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

Terma & Syarat OCBC 365 MasterCard Card

Terma dan syarat ini dikenakan ke atas kad kredit yang dikeluarkan oleh OCBC Bank (Malaysia) Berhad ("**Bank OCBC**") yang dipanggil "OCBC 365 MasterCard" ("**Kad OCBC**") dan ciri-ciri yang khusus berkaitan dengan Kad OCBC iaitu "Program Rebat 365 OCBC". Semua pelanggan yang memiliki Kad OCBC ("Ahli Kad" terikat kepada terma dan syarat ini, melainkan dikecualikan secara jelas, termasuklah Ahli Kad utama dan tambahan sekiranya berkenaan) dan hendaklah dibaca secara bersama dengan Perjanjian Ahli Kad OCBC. Dengan menandatangani atau menggunakan Kad OCBC, Ahli Kad hendaklah dianggap telah bersetuju menerima terma dan syarat ini serta Perjanjian Ahli Kad OCBC.

Program Rebat 365 OCBC

1. Program Rebat 365 OCBC merupakan ciri semasa Kad OCBC. Bank OCBC boleh, menurut budi bicara mutlaknyanya, menarik balik atau menggantung Program Rebat 365 OCBC daripada Ahli Kad:
 - (a) yang tidak, atau yang tidak lagi, mempunyai reputasi yang baik dengan Bank OCBC;
 - (b) yang akaunnya di Bank OCBC tertunggak, tidak memuaskan atau ditutup; atau
 - (c) yang telah melanggar mana-mana perjanjian dengan Bank OCBC.
2. Di bawah Program Rebat 365 OCBC, Ahli Kad mendapat rebat atas pembelian secara sah dicaj kepada Kad OCBC milik Ahli Kad sebagaimana yang diperuntukkan dalam Jadual 1 di bawah

Jadual 1

REBAT	URUS NIAGA UNTUK REBAT PERHITUNGAN
RM1,000 Pertama daripada Jumlah Perbelanjaan Harian* - 0.05%	Jumlah Perbelanjaan Harian (Jadual 2 dan Jadual 3) dibilkan pada bulan tersebut
Jumlah Perbelanjaan Harian* seterusnya melebihi RM1,000 – RM1,500 – 5% (terhad kepada RM20 bulanan)	
Jumlah Perbelanjaan Harian* seterusnya melebihi RM1,500 – 0.5%	

- (a) "**Jumlah Perbelanjaan Harian**" bermaksud jumlah keseluruhan perbelanjaan harian Ahli Kad. **Jadual 2 dan Jadual 3** di bawah menunjukkan transaksi yang termasuk dan yang dikecualikan daripada perbelanjaan harian.

Jadual 2

PERBELANJAAN HARIAN* (transaksi di bawah termasuk dalam pengiraan rebat)		PERBELANJAAN BUKAN HARIAN (transaksi di bawah dikecualikan daripada pengiraan rebat)	
(i)	Pembelian tempatan dan luar negara	(i)	Pelan Bayaran Mudah (EPP)
(ii)	Debit Automatik / Pembayaran Berulang	(ii)	Pindahan Baki (BT)
(iii)	E-dagang / e-wallet/ Pembelian Dalam Talian	(iii)	Call for Cash (CFC)

(iv)	Pelan Bayaran Ansuran (IPP)	(iv)	Power Credit Cash Plus
(v)	Pesanan Pos / Pesanan Telefon	(v)	Baki Tertunggak
		(vi)	Penukaran Baki Automatik
		(vii)	Pendahuluan Tunai
		(viii)	Caj Pembiayaan
		(ix)	Yuran Tahunan
		(x)	Denda Bayar Lewat
		(xi)	Balikan Transaksi
		(xii)	Transaksi Dipertikai
		(xiii)	Transaksi Palsu
		(xiv)	Yuran Penggantian Kad
		(xv)	Cukai Perkhidmatan Kerajaan
		(xvi)	Bayaran dan Caj Lain
		(xvii)	Sumbangan kepada Pertubuhan Kebajikan dan Khidmat Sosial
		(xviii)	Bayaran berkaitan kerajaan
		(xix)	Great Eastern Life/General Insuran
		(xx)	Transaksi melalui JomPAY, FPX dan Duitnow QR
		(xxi)	Sebarang transaksi yang dibuat di United Kingdom, atau di negara yang merupakan ahli Komuniti Ekonomi Eropah (EEC) atau Kesatuan Eropah (EU) termasuk Kepulauan Aland, Austria, Belgium, Bulgaria, Croatia, Cyprus, Republik Czech, Denmark, Estonia, Finland, Perancis, Guiana Perancis, Jerman, Gibraltar, Greece, Guadeloupe, Hungary, Ireland, Itali, Latvia, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Belanda, Poland, Portugal, Reunion, Romania, Saint Martin, Slovakia, Slovenia, Sepanyol, Svalbard dan Jan Mayen, Sweden, Iceland, Liechtenstein dan Norway.

* Perbelanjaan Harian di bawah pengiraan rebat tunai adalah berdasarkan Kod Kategori Peniaga ("MCC") seperti yang dinyatakan dalam Jadual 3 (atau seperti yang dinyatakan di Laman Web OCBC dari semasa ke semasa), dan tidak termasuk transaksi di negara-negara yang dinyatakan dalam item (xxi) di bawah Perbelanjaan Bukan Harian (termasuk transaksi dalam talian/e-dagang yang dibuat kepada peniaga yang ditandakan kepada negara-negara yang disebutkan di atas)

- (b) Rebate dikira atas Jumlah Perbelanjaan Harian untuk satu bulan dan tidak boleh dikumpulkan dengan perbelanjaan bulan terdahulu.

Ilustrasi 1 pengiraan rebat:

JUMLAH PERBELANJAAN HARIAN	PENGIRAAN REBAT	JUMLAH REBAT
RM1,000	RM1,000 x 0.05% Cashback	RM 0.50

Ilustrasi 2 pengiraan rebat

JUMLAH PERBELANJAAN HARIAN	PENGIRAAN REBAT	JUMLAH REBAT
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RM3,000	RM1,000 pertama x 0.05% Rebat	RM 0.50
	RM500 seterusnya x 5% Rebat (terhad kepada RM20 bulanan)	RM 20.00
	RM 1,500 seterusnya x 0.50% Rebat	RM 7.50
	Total	RM 28.00

- (c) E-dagang dan pembelian atas talian secara kolektif dikenali sebagai “Pembelian dalam talian”. Ini merujuk kepada pembelian yang dibuat di laman web saudagar dalam talian, dan transaksi tidak termasuk dibuat untuk bayaran Perbankan Internet OCBC
- (d) Jumlah Perbelanjaan Harian yang termasuk dalam pengiraan rebat adalah berdasarkan Kod Kategori Peniaga (“MCC”) seperti di Jadual 3 (atau seperti yang dinyatakan di laman web OCBC dari semasa ke semasa).

JADUAL 3

Kategori	MCC
Makan minum	5811, 5812, 5462, 5814
Barang Harian	5411, 5422, 5441, 5451, 5499, 9751, 5912
Beli-belah	5310, 5311, 5331, 5399, 5947, 5948, 5949, 5950, 5964, 5965, 5966, 5967, 5969, 5970, 5971, 5973, 5992, 5993, 5999, 5094, 5300, 5309, 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5681, 5691, 5697, 5699, 5931, 5941, 5942, 5943, 5944, 5945, 5977, 7278
Utiliti	4900, 5968, 4899, 4813, 4814
Petrol	5172, 5541, 5542, 9752
Insurans Premium*	5960, 6300, 6381

*Insurans Premium tidak termasuk insurans premium Great Eastern.

- (e) Semua transaksi di luar negara dan transaksi yang dibuat menggunakan mata wang asing akan ditukar kepada Ringgit Malaysia (RM) mengikut kadar pertukaran yang ditetapkan oleh Bank OCBC menurut budi bicara tunggalnya. Rekod Bank OCBC hendaklah dianggap muktamad dan mengikat segala bukti berhubung butiran dan amaun transaksi.
- (f) Rebat yang dikumpulkan oleh Ahli Kad utama dan tambahan akan dikreditkan dan dicatatkan dalam penyata bil akaun Kad OCBC Ahli Kad utama.
- (g) Rebat yang terakru tertakluk pada pelarasan jika terdapat sebarang kredit atau debit yang direkodkan ke akaun Kad OCBC Ahli Kad termasuk daripada pemulangan barangan atau perkhidmatan, atau pertikaian bil.
- (h) Rebat akan dikira kepada Ringgit Malaysia terhampir daripada Jumlah Perbelanjaan Harian.

- (i) Semua rebat akan dibatalkan atau ditarik balik jika berlaku salah satu perkara berikut:
 - i. Kad OCBC ditamatkan oleh Bank OCBC atau Ahli Kad atas apa jua sebab;
 - ii. Kad OCBC telah hilang, dicuri, rosak, musnah, dipalsukan atau digunakan tanpa kebenaran;
 - iii. Bank OCBC membatalkan atau menamatkan Program Rebat 365 OCBC atas apa jua sebab.
- (j) Jika rebat diberikan berhubung mana-mana transaksi yang kemudian dibalikkan, pembalikan tersebut akan turut mengakibatkan rebat tersebut dibalikkan.
- (k) Rebat tidak boleh dipindahmilik atau ditukar dengan barangan lain, kredit atau yang seumpamanya, sama ada sebahagian atau sepenuhnya.

Am

3. Keputusan Bank OCBC dalam semua perkara berhubung Program Rebat 365 OCBC adalah muktamad, pasti dan mengikat semua pihak. Surat-menyurat atau percubaan untuk mempertikaikan keputusan tersebut tidak akan dilayan. Bank OCBC akan memberi 21 hari notis terlebih dahulu untuk sebarang perubahan atau pindaan kepada terma dan syarat, atau perubahan, penggantungan atau penamatan Program Rebat 365 OCBC.
4. Bank OCBC berhak pada bila-bila masa dan dari semasa ke semasa untuk menyemak semula, meminda atau mengubah suai Kad OCBC Program Rebat 365 ciri-ciri, perkhidmatan atau terma dan syarat dalam apa-apa cara yang difikirkan sesuai oleh Bank OCBC mengikut budi bicara mutlakanya, termasuk tetapi tidak terhad kepada, menggantung, menarik balik atau menamatkan Kad OCBC Program Rebat 365 mempunyai atau perkhidmatan yang disediakan, untuk menambah atau untuk memadam / mengubah suai terma dan syarat-syarat. Keputusan Bank OCBC dalam semua perkara adalah muktamad, terikat dan menyeluruh pada semua Ahli Kad. Apa-apa semakan, pindaan atau pengubahsuaian kepada terma-terma dan syarat-syarat boleh dibuat selepas memberi notis 21 hari. Pemberitahuan boleh dilaksanakan mengikut budi bicara OCBC dengan cara menyiarkan notis umum di mana-mana cawangan OCBC dan laman webnya, melalui Perkhidmatan Pesanan Ringkas (SMS) ke nombor mudah alih berdaftar Cardmember, e-mel ke alamat e-mel berdaftar Ahli Kad atau memasukkan notis ke dalam penyata OCBC Bank yang dihantar kepada Ahli Kad secara berkala. OCBC Bank boleh mengiklankan notis umum dalam mana-mana satu isu akhbar nasional harian juga.
5. Kad OCBC hanya untuk kegunaan peribadi sahaja. OCBC berhak untuk tidak memberikan rebat untuk transaksi yang dianggap sebagai tidak mematuhi kriteria tersebut oleh OCBC.
6. Terma dan Syarat ini hendaklah ditadbir oleh Undang-undang Malaysia, dan semua Ahli Kad hendaklah dianggap telah bersetuju untuk mematuhi bidang kuasa eksklusif Mahkamah Malaysia.