

## Terms & Conditions – “Credit Card Acquisition” Campaign

### Duration

1. OCBC Bank (Malaysia) Berhad (“OCBC”) presents its “Credit Card Campaign” (the “Campaign”) will runs from 1 July 2019 till 30 September 2019 (“Campaign Period”). Terms and conditions apply.

### Eligibility

2. The Campaign is open exclusively to New OCBC Principal Cardmembers who apply for OCBC Credit Cards within the Campaign Period.
3. “New OCBC Principal Cardmembers” is defined as applicants who have not held any OCBC Credit Card in the 12 months preceding the start of this Campaign.
4. The Campaign is open only to customers who have applied for an OCBC Credit Card of any type through OCBC Telemarketing within the Campaign Period.
5. To qualify as an “Eligible Customer”, the New OCBC Principal Cardmembers must undertake the following. An Eligible Customer shall be entitled to receive one (1) Promotional Gift (as defined below) on a first come, first served basis, subject to availability.

**Table 1**

Customer	Process Steps	Promotional Gift	Total number given out
New OCBC Principal Cardmember	<ol style="list-style-type: none"> <li>1. Apply and submit for any OCBC Credit Card application through OCBC Telemarketing within the Campaign Period. (Approval of the application shall be at the absolute discretion of OCBC); <b>AND</b></li> <li>2. Perform any retail transaction by spending a cumulative total of RM250 per customer within 45 days after approval</li> </ol>	RM50 Cashback	1,000

6. For clarity:
  - a. OCBC reserves the right at its absolute discretion to approve or reject any OCBC Credit Card Application, without having to furnish the reason for its decisions.
  - b. All Application forms should be properly filled in with the necessary supporting documents and submitted early, to avoid delays over festive holidays or unforeseen circumstances. OCBC shall not be held responsible for any delay which may result in late approval of Applications beyond the Campaign Period.
  - c. An individual whose OCBC Credit Card Application is rejected for whatever reason shall be disqualified from participating in this Campaign.
  - d. An Eligible Customer will receive the Promotional Gift when he or she fulfils all of the following:
    - a. applies for an OCBC Credit Card;
    - b. receives an approval for the OCBC Credit Card within the Campaign Period;

- c. performs any retail transaction totalling a cumulative sum of RM250 per customer within 45 days after approval; and
- d. is among the first 1,000 to apply.
- e. An individual who applies for any OCBC Credit Card through OCBC Telemarketing after the Campaign Period and/or performs any retail transaction totalling a cumulative sum of RM250 per customer after 45 days from the date of approval shall be disqualified from participating in this Campaign.
- f. Below are the card transactions or charges or purchases for calculating Cash Back that shall NOT be taken into account:-
  - a) Insurance spending;
  - b) Cash advances;
  - c) Flexi-Credit Plans;
  - d) Easi Payment Plan purchases;
  - e) Finance charges;
  - f) Late charges;
  - g) Annual Fees;
  - h) Split and/or void transactions;
  - i) Reversals or refunds; and
  - j) Such other transactions as OCBC may determine.

### **Promotional Gift**

- 7. The RM50 Cashback is referred to here as the “Promotional Gift” and is given out on a first come first served basis, subject to availability.
- 8. The RM50 Cashback will be credited into the Eligible Customer’s OCBC Credit Card account within 6 weeks of meeting the criteria of the Campaign.

### **Liability & Responsibility**

- 9. The Eligible Customer shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accidents resulting from this Campaign or use of the Promotional Gift. OCBC shall not be held liable for any of the aforesaid.
- 10. At the time of awarding the Promotional Gift, the Eligible Cardmember’s account(s) must be current, valid, subsisting and in good credit standing as may be determined by OCBC at its sole and absolute discretion, and not in breach of any of these terms and conditions.
- 11. OCBC reserves the right to forfeit the Promotional Gift if there is a reversal of a retail transaction or termination of the Eligible Cardmember’s Card prior to the Promotional Gift being given to the Eligible Cardmember, or any non-compliance or breach of these terms and conditions by the Eligible Cardmember.

### **General Terms & Conditions**

- 12. The Eligible Customer’s information will be processed by OCBC for purposes of determining eligibility in order to be given the Promotional Gift. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to OCBC processing the Eligible Customer’s information for purposes of the Campaign.
- 13. OCBC’s decision on all matters relating to the Campaign shall be final, conclusive and binding on all parties. OCBC shall not be responsible in anyway whatsoever in respect of technical failures of any kind, unauthorized human intervention, electronic or human error in administration and processing. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Campaign.

14. OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Campaign. Furthermore, OCBC shall not be liable for any default or delay in respect of the Campaign due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of OCBC.
15. By participating in this Campaign, the customer agrees to be bound by these Terms & Conditions and, to the fullest extent permitted by law, consent to and authorize OCBC to disclose their particulars to the third party service providers engaged by OCBC for the purposes of the Campaign (if any). OCBC warrants that the disclosure of such particulars to any third party services providers will be limited to the Customer's name, address and telephone number and will be used only in relation to and for the purposes of the Campaign.
16. OCBC reserves the right to vary or add to these Terms and Conditions or to suspend or terminate this Campaign with prior notice. Notice of such variation of the Terms and Conditions or suspension or termination of the Campaign is deemed given by posting a general notice in any OCBC branch or its websites respectively and the notice will take effect from the date set out in the notice and, if no date is stated, will take effect from the date the notice is sent. Eligible Customers shall not be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred by the Eligible Customers, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Campaign or any variation, deletion or addition to any of the Terms & Conditions herein.
17. OCBC shall not be liable for any misinterpretation of any facts, news, reports, audios or visuals in respect of the Campaign published in any mass media, marketing or advertising materials.
18. These Terms & Conditions shall be governed by the laws of Malaysia, and all Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of Malaysia.