# OCBC PREMIER BANKING CLIENT REFERRAL PROGRAMME **TERMS & CONDITIONS**

The OCBC Premier Banking ("OCBC Premier Banking") Client Referral Programme ("Programme") rewards RM300 cash ("Reward") to an Eligible Introducer (defined below) who successfully refers a new OCBC Premier Banking client ("Referred Client"), subject to the conditions herein.

### **Programme Period**

2. The Programme will commence on 1st July 2016 and end on 31st December 2016, both dates inclusive ("Programme Period").

## **Eligibility**

- The Programme is open to all existing OCBC Premier Banking clients, save and except for the following individuals who are disqualified and shall not be eligible to participate in this Programme:
  - a) Individuals whose accounts with OCBC Bank (Malaysia) Berhad / OCBC Al-Amin Bank Berhad ("Bank") have been suspended or terminated or who have breached any other agreements with the Bank;
  - b) Individuals who do not currently hold a valid OCBC / OCBC Al-Amin Current/-i or Savings/-i account;
  - c) Individuals who are the joint account holder of the new OCBC Premier Banking account opened by Referred Client; and
  - d) Employees of OCBC Bank / OCBC Al-Amin.
- Individuals are not allowed to refer themselves for this Programme.
- Individual who is not disqualified is referred to as "Eligible Introducer".

#### **Programme Mechanics**

- 6. Eligible Introducer shall do the following within the Programme Period by way of introducing Referred Client to the Bank:
  - STEP 1: Obtain each Referred Client's consent to submit his/her name, telephone number and preferred Premier Centre ("Referred Data") to the Bank, in such manner provided in clause 9 below;
  - STEP 2: Complete and sign the Client Referral Form prescribed for the Programme. Client Referral Forms are available on OCBC Premier Banking website [www.ocbc.com.my/premier] and in OCBC Premier Banking centres;
  - STEP 3: Submit the physical completed Referral Form to Eligible Introducer's OCBC Premier Banking Relationship Managers. Alternatively, Eligible Introducer may submit scanned complete Referral Form to OCBC Premier Banking referral mailbox at <a href="mailbox.com">pb.referral@ocbc.com</a>.
- Referrals are considered successful if all the below criteria are fulfilled, subject to the terms and conditions herein ("Successful Referral"):
  - Referred Client applies for and is accepted as an OCBC Premier Banking client under this Programme within the Programme Period. For clarity, OCBC Premier Banking membership is subject to such terms and conditions as may be imposed by the Bank from time to time;
  - b) Referred Client must be new to the Bank, i.e. they are new customers to OCBC Bank or OCBC Al-Amin;
  - c) Referred Client does not open a joint OCBC Premier Banking account with the Eligible Introducer; and
  - d) Referred Client consents to having his/her Successful Referral disclosed to the Eligible Introducer by the Bank.
  - The Bank reserves the right at its absolute discretion to accept or reject any application without furnishing any reason therefor.
- If a Referred Client is referred by more than one Eligible Introducer, the Eligible Introducer from whom the Bank receives the Client Referral Form first, in accordance with these terms and conditions, will stand to receive the Reward.

- 9. In collecting the Referred Data for submission to the Bank for this Programme, the Eligible Introducer shall:
  - a) Inform the Referred Client the purposes for which the Eligible Introducer submits the Referred Data to the Bank, namely for participation in this Programme and particularly:
    - i. for the Bank to contact the Referred Client to solicit Premier Banking membership, products and services; and
    - ii. upon the Referred Client becoming a Successful Referral pursuant to clause 7 above, such fact will be disclosed to the Eligible Introducer.
  - b) inform the Referred Client that collection of Referred Data by the Bank is subject to the Bank's privacy policy which may be found at OCBC Bank's website at [www.ocbc.com.my] ("Privacy Policy") and accessible to the Referred Client; and
  - c) obtain each Referred Client's consent for the Eligible Introducer to submit the Referred Data to the Bank on the basis stated in this clause 9.

The Eligible Introducer shall indemnify the Bank fully from and against all claims, liabilities, losses, damages, costs, expenses, fees, charges whatsoever and howsoever arising from a breach of this clause by the Eligible Introducer.

- 10. By filling in the Eligible Introducer's personal data as required under clause 6(b) above, the Eligible Introducer shall be deemed to have agreed that:
  - a) The Bank may disclose the Eligible Introducer's personal data to the Referred Client in connection with this Programme;
  - b) The Bank may process the Eligible Introducer's personal data in accordance with the Bank's Privacy Policy; and
  - c) The Eligible Introducer will immediately notify the Bank in writing if there is any change to the Eligible Introducer's personal data, to ensure that the Bank direct all communication to the Eligible Introducer and not any other third party.

# Reward

- 11. If the clauses above are fulfilled, the Eligible Customer will be entitled to receive the Reward for each Successful Referral.
- 12. The Reward is limited to the first 150 Successful Referrals, on a first-come-first-served basis.
- 13. Reward will be credited into the Eligible Introducer's preferred active OCBC Bank / OCBC Al-Amin deposit account as indicated in the submitted Client Referral Form within two months upon Successful Referral.
- 14. The Reward cannot be exchanged for credit.
- 15. No request by the Eligible Introducer or any other party to exchange or substitute the Reward with any other item will be entertained. The Reward cannot be credited to an account other than the Eligible Introducer's preferred active OCBC Bank / OCBC Al-Amin deposit account as indicated in the submitted Client Referral Form.
- 16. If the Bank subsequently discovers that an Eligible Introducer is in fact not eligible to participate in the Programme or any of the applicable conditions are not fulfilled, the Bank may at its discretion forfeit the Reward (or reclaim it, if already awarded, by debiting the account of the Eligible Introducer). No person shall be entitled to any payment or compensation from the Bank should any Reward be forfeited or reclaimed.

## **General**

- 17. Participation in this Programme is deemed acceptance of these terms and conditions.
- 18. Notwithstanding anything to the contrary, the Bank reserves the right to reject any Client Referral Form at the Bank's sole and absolute discretion, without giving any reason for rejection.
- 19. The Bank reserves the right at its absolute discretion to terminate or suspend this Programme or add to, delete and/or vary these Terms and Conditions at any time with 21 calendar days' prior notice.
- 20. The Bank's decision on all matters relating to the Programme, is final, conclusive and binding on all parties, including the Eligible Introducers and Referred Clients. No appeal or correspondence will be entertained or accepted by the Bank. The Bank shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Programme.
- 21. In the event of any inconsistency between these Terms and Conditions and any application form, brochure, marketing or promotional material relating to the Programme, these Terms and Conditions shall prevail.
- 22. These terms and conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.