

OCBC BANK "GO BIG, WIN BIG! TRADE CAMPAIGN 2023" – TERMS & CONDITIONS

The Campaign

1. The *Go Big, Win Big! Trade Campaign 2023* ("Campaign") is jointly organised by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (collectively "the Bank") subject to these Terms and Conditions. The Campaign runs from 1 May 2023 to 31 December 2023, both dates inclusive ("Campaign Period").

Who is eligible to participate in this Campaign?

2. Any customer of the Bank who fulfils the requirements set out in these Terms and Conditions are eligible to participate in this Campaign (a "Participant" or "Participants"), except for the following categories of customers:
 - a) Customers whose shareholders or members consist of or include employees (permanent or contract) of the Bank or its subsidiaries or related companies (as defined by section 7 of the Companies Act 2016) and their immediate family members;
 - b) Customers who are representatives or agents (including advertising and promotion agents) of the Bank or customers whose shareholders or members consist of or include any representatives or agents of the Bank and their immediate family members;
 - c) Customers whose account(s) with the Bank was or is suspended or terminated prior to or during the Campaign Period; or
 - d) Customers who have breached or breach any agreement with the Bank prior to or during the Campaign Period.

Which are the applicable conventional / Islamic trade products in this Campaign?

3. The applicable conventional / Islamic trade products in this Campaign are as follows:
 - i. Letter of Credit/ Letter of Credit-i
 - ii. Bank Guarantee/ Standby Letter of Credit/ Bank Guarantee-i/Standby Letter of Credit-i
 - iii. Import Bill under Letter of Credit/ Import Bill under Letter of Credit-i
 - iv. Import Documentary Collection/ Import Documentary Collection-i
 - v. Shipping Guarantee/ Shipping Guarantee-i
 - vi. Banker's Acceptance/ Accepted Bill-i
 - vii. Invoice Financing/ Invoice Financing-i
 - viii. Foreign Currency Trade Finance
 - ix. Trust Receipt/ Trust Receipt-i
 - x. Documentary Collection/ Documentary Collection-i
 - xi. LC Negotiation/ LC Negotiation-i
 - xii. LC Advising/ LC Advising-i
 - xiii. Letter of Credit Transfer
 - xiv. Account Receivable Purchase

How to participate in this Campaign

4. To participate in this Campaign, the Participants must perform (apply and successfully have financed) a minimum of 20 trade financing transactions (each "Transaction" and collectively "Transactions") during the Campaign Period. For clarity, amendments and changes made to a trade financing transaction are not considered and thus not counted as a Transaction. Participants may make their applications over the counter or digitally through OCBC Velocity or Data Delivery Agent.

Winner Selection

5. This Campaign runs on a points accumulation system subject to the following mechanism:

Submit Transaction over the counter	1 transaction = 1 point
Submit Trade Transaction digitally (OCBC Velocity/ Data Delivery Agent)	1 transaction = 2 points
<u>For Participants who have never transacted via OCBC Velocity prior to this Campaign:</u>	
Submit Transaction via OCBC Velocity	5 points for the first transaction
Submit minimum throughput value per month (OTC/ OCBC Velocity/ Data Delivery Agent)	RM50mil and above = 15 points RM40mil to < RM50mil = 10 points RM30mil to < RM40mil = 5 points RM20mil to < RM30mil = 3 points RM10mil to < RM20mil = 1 point

Illustrations:

*Example 1: Participant A who performs 10 successful Transactions over the counter is awarded with $10 \times 1 = 10$ points.

Example 2: Participant B who performs 10 successful Transactions through OCBC Velocity is awarded $10 \times 2 = 20$ points.

Example 3: Participant C is an existing OCBC Velocity user and has also performed 10 successful Transactions. However, out of the 10 transactions, 5 are performed through OCBC Velocity and the remaining 5 are performed over the counter. With this, Participant C is awarded $(5 \times 2) + (5 \times 1) = 15$ points.

Example 4: Participant D has never performed Transactions via OCBC Velocity prior to this Campaign. If they perform their first Transaction via OCBC Velocity during the Campaign Period and make 9 subsequent Transactions through OCBC Velocity, they will be awarded 23 points, i.e., $5 + (2 \times 9) = 23$ points.

Example 5: Participant E performs 10 successful Transactions over the counter and 10 successful Transactions through OCBC Velocity. In addition, they managed to contribute a total of RM35mil throughput per month consecutively for 3 months. They will be awarded 40 points, i.e., $10 + (10 \times 2) + (5 \times 3) = 45$ points.

	Over- the counter 1 Point	OCBC Velocity 2 Points	Transacts through Velocity for the first time. 5 Points <i>(Bonus points can only be obtained once through this method)</i>	Submit minimum throughput value per month (OTC/ OCBC Velocity/ Data Delivery Agent)	Total Points
				RM50mil and above = 15 points RM40mil to < RM50mil = 10 points RM30mil to < RM40mil = 5 points RM20mil to < RM30mil = 3 points RM10mil to < RM20mil = 1 point	
Customer A (only performs over the counter transactions)	10 times	0 times	0 times	RM9mil	10
Customer B (existing Velocity user)	0 times	10 times	0 times	RM1mil	20
Customer C (existing Velocity user)	5 times	5 times	0 times	RM5mil	15
Customer D (never transacted through OCBC Velocity prior to this Campaign)	0 times	9 times	1 time	RM7mil	23
Customer E (contribute a total of RM35mil throughput)	10times	10times	0 time	RM35mil per month consecutively for 3 months	45

6. Winners will be selected based on the number of points accumulated by the Participants during the Campaign Period. Participant with the highest number of accumulated points will be awarded the Grand Prize. The Second, Third, Fourth and Fifth Prizes will each be awarded to the next 4 Participants with the second, third, fourth and fifth highest number of accumulated points. Subsequent Prizes will be awarded accordingly to the next 7 participants with the next highest number of accumulated points.
7. In the event a tie breaker is needed, the Bank shall select the winners according to the following:
 - a) Participant with the highest accumulated Transaction count, followed by
 - b) Participant with the highest accumulated Transaction value, followed by
 - c) Participant with the earliest approved Transactions during the Campaign Period.
8. The Bank will contact the winners of the top 5 prizes to confirm (i) acceptance of the Prizes and (ii) the address for delivery of the Prizes, as described below:

- a) The Bank will make **3 attempts** to contact the winners by telephone at the telephone numbers registered by the winners with the Bank at any time between 9.00am to 6.00pm from Monday to Friday (except public holidays) within 3 weeks after this Campaign has ended. If the winners have registered their email address and/or mobile phone number with the Bank, the Bank will also send an email and/or a SMS to the registered email address and/or mobile phone number requesting for the winners' confirmation of acceptance of the Prizes and address for delivery of the Prizes.
 - b) The Bank will not entertain any request to deliver the Prizes to any address other than the winners' mailing address registered with the Bank.
9. If, for any reason, the winners fail to answer the Bank's call or fail to respond to the Bank's email or SMS within 3 weeks from the date of the email or SMS, the winners shall be disqualified from receiving the Prizes.
10. The Bank reserves the right to disqualify any Participant in this Campaign and/or forfeit their Prizes if: (i) the winner ceases to be the Bank's customer at the time the Prize is ready for delivery; (ii) the winner is found or suspected of tampering with the Campaign mechanics or the operations of this Campaign; (iii) the winner is found or suspected of undertaking fraudulent activities or other activities harmful to this Campaign; or (iv) the winner is in breach of its obligations to any of these Terms and Conditions and/or terms and conditions governing the Bank's products and services relating to this Campaign, including but not limited to the trade products. Notwithstanding the above, the Bank reserves the right to reject any Participant or the winner at its sole discretion without assigning any reasons whatsoever.

Prizes

11. Prizes to be won in this Campaign:

	Prizes
1 st Prize (x1)	Travel voucher for a trip to New Zealand (2 pax)
2 nd Prize (x1)	Travel voucher for a trip to Japan (2 pax)
3 rd Prize (x1)	Travel voucher for a trip to South Korea (2 pax)
4 th Prize (x1)	Travel voucher for a trip to Taiwan (2 pax)
5 th Prize (x1)	Travel voucher for a trip to Vietnam (2 pax)
6 th to 12 th Prize (x7)	Lifestyle Membership

12. The Prizes are subject to the following terms and conditions:
- a) The Bank is not the manufacturer or supplier of the products and/or services associated with the Prizes and makes no representation or warranty regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise of the products and/or services. The products and/or services are subject to warranty provided by the manufacturers and/or suppliers. The winners shall liaise and deal with the manufacturers and/or suppliers directly for any queries, issues and/or defects pertaining to or arising out of the Prizes or products and/or services.

- b) All Prizes are delivered and/or accepted entirely at the risk of the winners. The Bank accepts no responsibility or liability in respect of any cost, expense, loss and/or damage whatsoever or howsoever incurred or suffered by the winners in connection with or arising out of or caused by the delivery and/or acceptance of the Prizes.
 - c) The Bank shall not be held responsible or liable for any damaged or defective Prizes or any Prizes which are damaged or lost in the course of delivery to the winners.
 - d) All pictures of the Prizes are for illustration purpose only and may vary from actual products. The prizes do not include any accessories or items that are shown in advertisements or promotional materials which are for illustration purposes only.
 - e) The Prizes are not transferable or exchangeable for cash or credit of any kind, in whole or in part.
 - f) The winners shall bear all costs, expenses fees and/or charges incidental to or arising out of or in connection with the acceptance, redemption, installation and/or utilisation of the Prizes.
 - g) The Bank reserves the absolute right, at any time with prior notice, to replace or substitute any of the Prizes with any other products and/or services of similar value. In case of any such substitution or replacement, these Terms and Conditions shall apply to such substituted or replacement products and/or services.
13. The Bank shall not be held responsible or liable for any costs, expenses, fees and/or charges which may be incurred or sustained by the Participants as a result or arising out of their participation in this Campaign or when accepting, redeeming, installing or utilising the Prizes.
14. Participation in this Campaign and the acceptance, delivery, redemption, installation and/or utilisation of the Prizes shall be entirely at the risk of the winners and their authorised persons. The winners shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accident arising or resulting therefrom. The Bank shall not be held responsible for any of the aforesaid liability, mishap, injury, loss, damage, claim or accident. In no event shall the Bank be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign), even if the Bank has been advised of the possibility of such loss and/or damages in advance, and all such losses and/or damages are expressly excluded.

Prize Delivery

15. The Prizes will be delivered by courier within **30 working days** from the winners' aforesaid confirmation to the mailing address maintained in the Bank's record.
16. Any acknowledgements of receipt in writing by anyone at the winners' mailing address maintained in the Bank's record shall be sufficient and conclusive proof of delivery and the winners agree to be bound by such acknowledgments of receipt. The Bank shall not be held responsible for any loss and/or delay in the delivery of the Prizes. For

Prizes that is rejected, undelivered or unaccepted by the winners for reason not caused by or due to the Bank, the Bank reserves the right to forfeit the Prize.

General

17. By participating in this Campaign, the Participants agree, consent and authorise that:
- (i) the Participants' personal data or information shall be collected, processed and used by the Bank in accordance with the Bank's Privacy Policy available on the Bank's official website at www.ocbc.com.my, and in relation to and for purpose of this Campaign;
 - (ii) the Participants are bound by these Terms and Conditions (as modified or varied from time to time);
 - (iii) the Bank may disclose the Participants' particulars to the third-party service providers engaged by the Bank for the purpose of this Campaign and such disclosure to any third-party service providers shall be limited to the winners' name and address and shall be used in relation to and for the purpose of this Campaign;
 - (iv) the Bank may use the names, any photographs taken and/or other information of the winners (including their authorised persons) without any compensation, for current and future advertising, promotional and publicity purposes in relation to or for purpose of this Campaign; and
 - (v) the Bank may request the winners and their authorised persons to attend a ceremony without compensation for purposes of promoting this Campaign (in the event a ceremony is held, the date, time and venue will be notified by the Bank) and to be featured in any publicity materials relating to this Campaign.
18. The Transaction Banking Services Terms and Conditions, the Accounts and Services Main Terms and Conditions and all terms and conditions governing the applicable trade products in this Campaign shall continue to apply to the Participants in respect of the Transactions.
19. The Bank's decisions on all matters relating to this Campaign (including but not limited to the Campaign mechanics, the winner selection and the Bank's notification to the winners) shall be final and binding on all parties and no correspondence and/or appeal against such decisions will be entertained. A statement by the Bank of its decisions and/or measures taken under or in respect of this Campaign shall be conclusive evidence of the facts and binding on the winners.
20. The Bank shall not be held responsible or liable in any manner whatsoever including but not limited to technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human error in the administration and/or processing of the Transactions performed via OCBC Velocity and/or other electronic means or platforms.

21. The Bank reserves the right, at any time with prior notice, to add, delete, suspend or vary any of these Terms and Conditions for this Campaign, wholly or in part at the Bank's sole discretion by posting a general notice on the Bank's official website at www.ocbc.com.my,
22. The Bank shall not be held responsible or liable for any failure to perform any act or matter under or in respect of this Campaign arising out of or due to any act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, lockdown, fire, flood, drought, storm or any other force majeure event beyond the control of the Bank (collectively "Force Majeure").
23. For the avoidance of doubt, any cancellation, termination, alteration, suspension, or extension of this Campaign and/or the Campaign Period or any non-performance on the Bank's part due to or arising out of Force Majeure shall not entitle any party (including but not limited to the Participants) to any claims against the Bank for any compensations or damages whatsoever or howsoever suffered or incurred by the party, as a direct or indirect result of such cancellation, termination, alteration, suspension or extension or Force Majeure.
24. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and all Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia.