

OCBC PREMIER BANKING CLIENT REFERRAL PROGRAMME TERMS & CONDITIONS

1. THE PROGRAMME

- 1.1 OCBC Bank (Malaysia) Berhad (“**OCBC Bank**”) presents the OCBC Premier Banking (“OCBC Premier Banking”) Client Referral Programme (“**Programme**”) subject to the terms and conditions herein.

2. PROGRAMME PERIOD

- 2.1 The Programme will commence on **1 January 2023** and ends on **30 June 2023** both dates inclusive (“**Programme Period**”).

3. ELIGIBILITY

- 3.1 The Programme is open to all existing customers of OCBC Bank and OCBC Al-Amin Bank Berhad (“OCBC Al-Amin”)(OCBC Bank and OCBC Al-Amin will be singly referred to as “**Bank**” and collectively “**Banks**”), 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 either Bank have been suspended or terminated or who have breached any other agreements with either Bank; and
- (b) Individuals who do not currently hold a valid current or savings account of the Banks.
- (c) Individuals who are sales staff of OCBC Bank.

The Banks’ customers who are not disqualified shall be referred to as “**Eligible Introducers**”.

- 3.2 In this Programme, an Eligible Introducer may introduce or refer to OCBC Bank any number of “**Referred Clients**” each of whom shall be an individual and not an existing customer of both Banks as at the time of submission of the Referral Form (defined below). For avoidance of doubt, an Eligible Introducer may not introduce or refer himself/herself for this Programme.

4. PROGRAMME MECHANICS

- 4.1 An Eligible Introducer shall do the following within the Programme Period by way of introducing Referred Clients to OCBC Bank:
- (a) **STEP 1:** Obtain each Referred Client’s expressed consent to receive from the Eligible Introducer, electronic message (by way of short message service “SMS”, e-mail, WhatsApp or such other means allowed by OCBC Bank) containing the Unique Link as explained in Clause 4.1(b) below. The Referred Client’s consent shall be procured in such manner provided in Clause 4.2 below.
 - (b) **STEP 2:** Complete and submit to OCBC Bank the prescribed online referral form for the Programme (“**Referral Form**”). The Referral Form is accessible via OCBC Bank’s website at www.ocbc.com.my/premierMGM. After OCBC Bank receives the duly completed Referral Form, OCBC Bank will send to the Eligible Introducer’s mobile phone number registered with OCBC Bank, an electronic message containing a unique link generated by OCBC Bank for purposes of this Programme (“**Unique Link**”).
 - (c) **STEP 3:** Forward the Unique Link to a Referred Client (after he/she has consented under STEP 1) by means of SMS, e-mail, whatsapp or such other means allowed by OCBC Bank from time to time. The Eligible Introducer assumes full responsibility as to whom the Unique Link is sent or forwarded.
- 4.2 When procuring the Referred Client’s consent under STEP 1, the Eligible Introducer must do all the following :
- (a) before forwarding the Unique Link, inform the Referred Client the purposes for which the Eligible Introducer will forward the Unique Link to the Referred Client, namely for participation in this Programme and particularly :
 - (i) by clicking on the Unique Link, the Referred Client will be redirected to an online form created by OCBC Bank (“**Referred Client Form**”) for the Referred Client to voluntarily key in his/her personal data as may be required and to submit the completed form to OCBC Bank;



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- (ii) upon receipt of the Referred Client Form, OCBC Bank officers will contact the Referred Client for direct marketing of OCBC Premier Banking membership; and
 - (iii) the Eligible Introducer will be given a Reward for each Successful Referral subject to these Programme Terms and Conditions; and
 - (iv) if the Referred Client were to forward the Unique Link to other third party, the Referred Client must fulfill these terms and conditions in these clauses 4.1 and 4.2. The Eligible Introducer assumes full responsibility as to whom the Unique Link is sent or forwarded by the Referred Client or other third party.
- (b) if and only if the Referred Client consents to receiving the Unique Link after being informed of the matters in clause 4.2(a)(i) to (iv) above, forward the Unique Link to the Referred Client by such means allowed by OCBC Bank. In forwarding the Unique Link, the Eligible Introducer is deemed to have agreed to assume full responsibility for his own actions and the actions of his Referred Clients or third parties who forward or further forward his Unique Link.

4.3 The Eligible Introducer shall indemnify OCBC Bank fully from and against all claims, liabilities, losses, damages, fines or penalties imposed by regulators or relevant authorities, costs, expenses, fees, charges arising from a breach of clauses 4.1 and/or 4.2 by the Eligible Introducer.

4.4 By filling in and submitting the Referral Form to OCBC Bank, the Eligible Introducer shall be deemed to have agreed with these Programme Terms and Conditions, and also that OCBC Bank may process the Eligible Introducer's personal data for purposes of this Programme, including but not limited to disclosing to a Referred Client, the identity and other relevant information of the Eligible Introducer who has forwarded the Unique Link to the said Referred Client.

4.5 A referral is considered successful only if all the following criteria are fulfilled to OCBC Bank's satisfaction, subject to these Programme Terms and Conditions ("**Successful Referral**"):

- (a) The Referred Client responds to the Unique Link forwarded by the Eligible Introducer, by filling in and submitting the Referred Client Form to OCBC Bank.
- (b) The 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 OCBC Bank from time to time.
- (c) The Referred Client does not open a joint OCBC Premier Banking account with the Eligible Introducer.
- (d) The Referred Client gives consent to OCBC Bank on such terms and in such format as may be required by OCBC Bank at its sole absolute discretion.
- (e) If several Eligible Introducers forward their Unique Links to one single Referred Client, and this Referred Client responds and submits several Referred Client Forms, only one single Reward will be given upon this Referred Client becoming a Successful Referral. The Reward will be given to the Eligible Introducer whose Unique Link is used by this Referred Client to submit his first Referred Client Form. All subsequent Referred Client Forms submitted are disqualified and no Reward given for those.

If any of the criteria in this clause 4.5 is not fulfilled to OCBC Bank's satisfaction, there is no Successful Referral and no Reward will be given, notwithstanding that the Referred Client has been accepted and remains as an OCBC Premier Banking member after responding to a Unique Link.

5 REWARD

5.1 If these Programme Terms and Conditions are fulfilled to OCBC Bank's satisfaction, the Eligible Introducer will be entitled to receive the Reward for each Successful Referral.

5.2 The Reward will be RM600 cash for every successful reward.



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- 5.3 The maximum Reward that an Eligible Introducer can receive is capped at 6 Successful Referrals which is a total of RM3,600 within the Programme Period.
- 5.4 The Reward will be paid within 2 - 3 months after the month of the Successful Referral. The description of reward when credit into account will appear as Client Referral Programme in account statement. The Reward will be credited into Eligible Introducer's active personal savings/current account/-i with either Bank in the following sequence:
- (a) Premier Booster Account/-i
 - (b) Premier Savings Account/-i
 - (c) Premier Current Account/-i
 - (d) Booster Account/-i
 - (e) 360 Account-i
 - (f) If none of the above is present, the Reward will be credited into the deposit account with the highest balance.
- 5.5 If the Eligible Introducer does not have any personal accounts as stated in Clause 5.2 with either Bank, the Reward will be credited into his/her joint account following the same sequence.
- 5.6 The Reward is not transferable or exchangeable, unless otherwise agreed in writing by OCBC Bank.
- 5.7 If OCBC 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, OCBC 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.

6. GENERAL

- 6.1 OCBC Bank shall have sole and absolute discretion to decide on all matters in connection with this Programme, including but not limited to deciding on whether any customer qualifies as an Eligible Introducer, whether to accept or reject any Referred Client's application for OCBC Premier Banking membership upon such conditions as may be imposed by OCBC Bank, whether or not a Referred Client has responded to any Unique Link or submitted any Referred Client Form, whether or not an Eligible Introducer is entitled to receive the Reward. OCBC Bank's decisions shall be final, conclusive and binding on all parties and OCBC Bank shall not be required to furnish any reason for such decisions. No appeal or correspondence will be entertained or accepted and both Banks shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Programme.
- 6.2 Participation in this Programme is deemed acceptance of these terms and conditions.
- 6.3 OCBC 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 prior notice.
- 6.4 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.
- 6.5 These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

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