### **TERMS & CONDITIONS**

### **OCBC GRAND BONANZA CAMPAIGN**

#### Duration

1. The "OCBC Grand Bonanza Campaign" ("Campaign") is organised by OCBC Bank (Malaysia) Berhad ("OCBC") and is subject to these terms and conditions. The Campaign shall run from 1 December 2019 to 29 February 2020, both dates inclusive ("Campaign Period").

# Eligibility

- 2. This campaign is open to the following persons:
  - a) OCBC **Principal Credit Cardmembers** who hold one or more OCBC Credit Card(s) issued by OCBC Bank (Malaysia) Berhad; and
  - b) OCBC **Debit Cardmembers** who hold an OCBC Debit Card issued by OCBC Bank (Malaysia) Berhad

(collectively "Eligible Cardmembers").

- 3. The following persons are **NOT** eligible to participate in this Campaign:
  - a) permanent and/or contract employees of OCBC (and its subsidiaries and related companies), including their respective immediate family members, i.e. parents, spouses, children and siblings;
  - b) representatives and/or agents (including advertising agents) of OCBC, including their respective immediate family members, i.e. parents, spouses, children and siblings;
  - c) holder(s) of any Card(s) not issued in Malaysia;
  - d) holder(s) of any Card(s) who is (are) in default of any facilities granted by OCBC at any time during the Campaign Period, subject to OCBC's discretion.

# Registration

- 4. To participate in the Campaign, Eligible Cardmembers are required to register their participation with OCBC during the Campaign Period via any one (1) of the following method(s):
  - a) by responding to OCBC's short message service ("SMS") sent to their mobile number and by typing **GB** and sending the same to 62662 during the Campaign Period; or
  - b) by sending an SMS by typing **GB** <space> last 12 digits of the Eligible Cardmember's NRIC number and sending the same to 62662 during the Campaign Period; or
  - c) by registering online at www.ocbc.com.my/gb ("Campaign Website").
- 5. Upon successful registration, Eligible Cardmembers will receive a confirmation from OCBC via SMS and/or as shown on the Campaign Website.
- Eligible Cardmembers who register via SMS and/or Campaign Website are deemed to have read and agreed with the terms and conditions herein and have consented to participate in this Campaign.

# **Campaign Qualifying Criteria**

7. Upon successful registration as per Clause 4 and 5 above, Eligible Cardmembers must make Eligible Transactions (as defined in Clause 10 herein) using their OCBC Credit Card(s) or Debit Card(s) in the manner explained below to earn entries during the Campaign Period to stand a chance to win the Monthly Prizes and/or Grand Prizes (as defined in Clauses 14 to 23 herein):

8.

Qualifying Criteria	No. Of Entries
Every RM50 domestic currency spent in a single receipt (" <b>Domestic Spending</b> ").	1 entry
Every RM50 equivalent in foreign currency spent in a single receipt ("Overseas Spending")	5 entries

Domestic Spending and/or Overseas Spending shall herein collectively be referred to as ("Eligible Transactions").

- 9. Overseas Spending shall be converted to Ringgit Malaysia (RM) for the purpose of calculation and shall be based on OCBC's prevailing exchange rate. For the avoidance of doubt, a transaction shall be considered to be an Overseas Spending if the currency code in which the transaction was performed in is in any foreign currency excluding Ringgit Malaysia. Any determination by OCBC as to what constitutes Overseas Spending shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
- 10. Eligible Transactions for the Campaign shall include domestic, overseas, and online retail spending charged to any of the Eligible Cardmembers' Credit or Debit Card(s) and their respective supplementary Cardmembers' Credit Card(s) during the Campaign Period. For the avoidance of doubt, the following are **NOT** Eligible Transactions for the purposes of this Campaign:
  - a) Existing recurring Easy Payment Plan and/or Interest Payment Plan (for OCBC Credit Cards);
  - b) Existing standing instructions and/or auto-payment services;
  - c) Payment of annual OCBC Card membership fees;
  - d) Interest and principal payments;
  - e) Sales and Services Tax or any other taxes;
  - f) Late payment fees, charges for cash withdrawals or any other form of service/miscellaneous fees;
  - g) Transactions made by the Eligible Cardmember with any merchant associated with or controlled by him/her (whether as employee, employer, shareholder or director), i.e. transactions by an Eligible Cardmember with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of: and
  - h) Eligible Transactions which are subsequently cancelled, refunded, disputed, unauthorized or fraudulent.
- 11. Subject to fulfilment of the qualifying criteria in Clause 7 above, Eligible Transactions performed within the Campaign Period using :
  - a) an Eligible Cardmember's Credit Card(s) and his supplementary Credit Card(s); and
  - b) an Eligible Cardmember's Dedit Card(s) (there is no "supplementary Debit Card"),

will earn entries but all entries are deemed to be earned by the "Eligible Cardmember" only as defined and provided in Clause 2 above. All supplementary Credit Cardmembers are not eligible to participate in this Campaign and will not earn any entry and will not win any prize. The entries earned through using the Eligible Cardmember's principal and supplementary Credit Card(s) and his Debit Card(s) will be consolidated as illustrated in the table below:

Eligible Cardmember	Principal / Supplementary Card	Domestic Spending / Overseas Spending	Spend Amount (RM)	Date Eligible Transaction Performed	No. Of Entries Earned	Total No. Of Entries Earned	
А	Principal	Domestic Spending	49	1 December 2019	0	0	
D	Principal	Domestic Spending	49 1 Ja	1 January 2020	0		
В	Supplementary	Overseas Spending	50	15 February 2020	5	5	
С	Principal	Domestic Spending	50	1 December 2019	1		
	Supplementary	Overseas Spending	110	1 January 2020	10	44	
	Supplementary	Overseas Spending	340	29 February 2020	30	41	
	Supplementary	Overseas Spending	10,000	1 March 2020	0		

- 12. The tracking of the Eligible Transactions is based on the dates and time (Malaysian Time) as captured by OCBC's records during the Campaign Period.
- 13. OCBC shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by any merchant(s) or any other party

#### **Prizes**

14. Details of the Monthly Prizes and Grand Prizes ("Prizes") are as defined in Clauses 15 to 23 herein.

### **Monthly Prizes**

15. Details of the Participating Month, Monthly Prize per winner and number of Monthly Prize Winners are as follows:

Participating Month	Participating Month Period	Monthly Prize Per Winner	No. Of Monthly Prize Winners
December	1 – 31 December 2019	Samsung Galaxy Note10 256GB	5
January	1 – 31 January 2020	Samsung Galaxy Note10 256GB	5
February	1 – 29 February 2020	Samsung Galaxy Note10 256GB	5
Total			15

16. Eligible Cardmembers are eligible to earn and accumulate entries starting from the first (1<sup>st</sup>) day of each Participating Month to be in the running to win one (1) of the five (5) Monthly Prizes given out each Participating Month as long as Eligible Cardmembers register within the same participating Month. Please refer to the example below:

Eligible Cardmember	Registration Date	Participating Month Eligible For Monthly Prizes	Entries Accumulation Period For Monthly Prizes
	A 1 December 2019	December	1 – 31 December 2019
Α		January	1 – 31 January 2020
		February	1 – 29 February 2020
В	3 15 January 2020	January	1 – 31 January 2020
D		February	1 – 29 February 2020
С	29 February 2020	February	1 – 29 February 2020

17. Entry(ies) earned during each Participating Month will not be carried forward to the subsequent Participating Month to stand a chance to win the subsequent Participating Month's Monthly Prizes. Please refer to the example below:

Eligible Cardmember	Participating Month	Date Eligible Transaction Performed	Entries Earned	Total Entries Earned Per Participating Month To Stand A Chance To Win The Monthly Prizes
December A January	1 December 2019	5		
	15 December 2019	10	30	
	31 December 2019	15		
	1 January 2019	1		
	January	15 January 2019	5	16
		31 January 2019	10	

18. An Eligible Cardmember is eligible to win a maximum of only one (1) out of the total fifteen (15) Monthly Prizes throughout the Campaign Period as defined under Clause 15 herein.

# **Grand Prizes**

19. Details of the Grand Prizes, Grand Prizes Period and number of Grand Prize Winners throughout the Campaign Period are as follows:

Grand Prizes	Grand Prizes Period	No. Of Grand Prize Winners
Travel Voucher worth RM15,000	1 December 2019 – 29 February 2020	3

- 20. Details of the Grand Prizes are as follows:
  - a) The Travel Vouchers are issued by Sedunia Travel Services Sdn Bhd ("Issuer") and can be used to redeem and/or make bookings for travel related services including but not limited to airline tickets, hotel accommodation and/or tour packages, subject to the Issuer's terms and conditions.

- b) The redemption of the travel voucher, bookings and/or arrangements of the travel-related services are to be made through Sedunia Travel Services Sdn Bhd via telephone at +603-2148 8818 or +603-2144 3733 or email to events@sedunia.com.my.
- c) The redemption and travel period(s) for the Travel Voucher is from 1 April 2020 until 31 March 2021. Failure to redeem the Travel Voucher within the said period will result in the Travel Voucher being forfeited and/or become invalid and/or unusable for redemption. There will be no replacement of any Travel Vouchers that have lapsed or expired.
- d) Bookings of the travel-related services and/or redemptions of the Travel Vouchers are to be made minimum two (2) weeks or fourteen (14) days in advance for standard period. Three (3) weeks or twenty (21) days advance booking and/or redemption period will be required during the peak season and/or school holiday.
- e) All services are subject to availability and OCBC has no control over the arrangements which include but not limited to airline tickets, hotel accommodations, and/or tour packages and the said arrangements may be subject to change. OCBC accepts no responsibility for any change and/or cancellation of any of the said arrangements.
- f) Once the Travel Voucher has been redeemed, any changes and/or cancellations will be subject to cancellation penalty and/or agent amendment fee.
- g) For the avoidance of doubt, if the price of the travel-related services redeemed by Eligible Cardmembers is more than Ringgit Malaysia Fifteen Thousand (RM15,000), the additional amount shall be borne solely by Eligible Cardmembers. There shall be no refund on the unused portion of the vouchers.
- h) The Travel Voucher is not transferable or redeemable in cash and there is no refund value.
- i) Any dispute in connection with the Travel Vouchers or services redeemed or booked using the Travel Vouchers shall be referred to the Issuer and OCBC disclaims all liabilities and obligations for the vouchers and services redeemed or booked using the Travel Vouchers.
- 21. Eligible Cardmembers are eligible to earn and accumulate entries starting from the first (1<sup>st</sup>) day of the Campaign Period to be in the running to win the Grand Prizes regardless of the registration date provided that the registration is made within the Campaign Period. Please refer to the example below:

Eligible Cardmember	Registration Date	Entries Accumulation Period For Grand Prize
Α	1 December 2019	1 December 2019 – 29 February 2020
В	29 February 2020	1 December 2019 – 29 February 2020

- 22. An Eligible Cardmember is eligible to win a maximum of only one (1) out of the total three (3) Grand Prizes throughout the Campaign Period as defined under Clause 19 herein.
- 23. An Eligible Cardmember is eligible to win a maximum of only one (1) Monthly Prize <u>AND</u> one (1) Grand Prize throughout the Campaign Period.

# **Winners Selection and Prize Fulfillment Process**

24. Eligible Cardmembers shall be randomly selected by an automated selection system based on the entries earned by Eligible Cardmembers during the Campaign Period for the following prizes:

# a) Monthly Prizes

Subject to the terms and conditions herein, OCBC's automated system will generate five (5) potential winners for each Participating Month referred to under Clauses 15 and 16 herein based on the total entries earned during each Participating Month ("Potential Monthly Prize Winners"). The Potential Monthly Prize Winners shall be contacted via SMS at their mobile number maintained in OCBC's records within two (2) weeks after the end of each Participating Month. The SMS will notify the Potential Monthly Prize Winners that they have been shortlisted as a Potential Monthly Prize Winner for this Campaign and that they will be contacted by OCBC via telephone at their mobile number within the next two (2) working days to answer one (1) question correctly before being declared as the respective Monthly Prize Winner. If the first attempt to contact the Potential Monthly Prize Winner by telephone fails, i.e. due to reasons such as no answer and/or reply, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential Monthly Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Monthly Prize Winner will be disqualified and will not be entitled to win the Monthly Prize. A new Potential Monthly Prize Winner will then be drawn again to replace the said disqualified Potential Monthly Prize Winner.

# b) Grand Prize

Subject to the terms and conditions herein, OCBC's automated system will generate three (3) potential winners referred to under Clauses 19 and 21 herein based on the total entries earned throughout the Campaign Period ("Potential Grand Prize Winners"). The Potential Grand Prize Winners shall be contacted via SMS at their mobile number maintained in OCBC's records within twelve (12) weeks after the end of the Campaign Period. The SMS will notify the Potential Grand Prize Winners that they have been shortlisted as a Potential Grand Prize Winner for this Campaign and that they will be contacted by OCBC via telephone at their mobile number within the next two (2) working days to answer one (1) question correctly before being declared as the respective Grand Prize Winner. If the first attempt to contact the Potential Grand Prize Winner by telephone fails, i.e. due to reasons such as no answer and/or reply, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential Grand Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Grand Prize Winner will be disqualified and will not be entitled to win the Grand Prize. A new Potential Grand Prize Winner will then be drawn again to replace the said disqualified Potential Grand Prize Winner.

- 25. OCBC has the sole discretion to fix the appointed working day (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Potential Monthly Prize Winners and Potential Grand Prize Winners ("Potential Winners"). OCBC shall not be held responsible for calls made to the Potential Winners which are (i) not completed or disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Potential Winners at the appointed date and time and/or due to any other whatsoever reasons. It shall be the Eligible Cardmembers' responsibility to ensure that their phone numbers provided are current and updated with OCBC in the event of any changes being made to the same by the Eligible Cardmembers. OCBC reserves the right to record these telephone conversations.
- 26. Potential Winners who are declared as the Monthly Prize Winners and/or Grand Prize Winners ("Winners") will be contacted by OCBC via email and will be required to reply the email to confirm

that they agree and authorise OCBC to disclose their details (including but not limited to name, NRIC number, telephone number and address) to Tri-E Marketing Sdn Bhd for the fulfilment of the Monthly Prizes and Sedunia Travel Services Sdn Bhd for the fulfilment of the Grand Prizes. Tri-E Marketing Sdn Bhd and Sedunia Travel Services Sdn Bhd shall herein collectively be referred to as ("Vendors"). The Vendors may then contact the Winners regarding the delivery and/or redemption of the Prizes. The Winners are responsible to make the necessary arrangements with the Vendors to collect and/or redeem their Prizes. OCBC will not bear any accommodation and/or transportation and/or other cost that the Winners may incur in the course of redeeming and/or using the Prizes. If a Winner does not reply the OCBC email within the time limit specified therein, the Winner shall forthwith be disqualified and will not be eligible to receive any Prize(s). OCBC will then select another Winner through the same process above.

- 27. Winners shall be responsible to ensure that their telephone numbers and/or email address and/or mailing address provided are current and updated with OCBC. The notification and/or delivery of the Prizes will be based on each Winner(s)' telephone number and mailing address in Malaysia maintained with OCBC. The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. Winners with mailing address that are based outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Prizes from an OCBC branch. For Winners who do not have a mailing address in Malaysia, the Winners who are entitled to the Prizes must contact OCBC Contact Centre at telephone number 03-8317 5000 to notify OCBC of either the collection of the Prizes from an OCBC branch or the delivery of the Prizes to a given mailing address in Malaysia. OCBC shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Winners' telephone number and/or mailing address in OCBC's record is not current or correct.
- 28. The Prizes shall be fulfilled by OCBC and/or the Vendors to the Winners within twelve (12) weeks after the end of the Campaign Period.
- 29. The Grand Prize Winners may be required to attend a prize-giving ceremony and/or other publicity programs as and when required at their own costs and expenses. If any of the Grand Prize Winners does not agree to attend such ceremony and/or other publicity programs without valid reason(s) or does not reply the email as stated under Clause 26 to confirm that they agree and authorise OCBC to disclose their details (including but not limited to name, NRIC number, telephone number and address) during such ceremony and/or other publicity programs, OCBC reserves the right to forfeit the Grand Prizes of such Grand Prize Winners.
- 30. The Prizes cannot be transferred to a 3<sup>rd</sup> party, exchanged for cash or a different prize or reward of similar value or any other alternatives in any circumstances.
- 31. At the time of awarding the Prize, the Eligible Cardmember's Credit or Debit Card account(s) must be current, valid, subsisting and in good credit standing as may be determined by OCBC at its sole discretion, and not in breach of any of these terms and conditions.
- 32. OCBC reserves the right to forfeit the Prizes if there is any dispute in the Cardmember's account or if there is a reversal of an Eligible Transaction which was made during the period after the Cardmember registered for the campaign until the end of the Campaign Period or termination of

the Eligible Cardmember's Card or non-compliance or breach of these terms and conditions prior to the Prize being given to the Eligible Cardmember.

### **General Terms & Conditions**

- 33. Images of the Prizes shown in any marketing and/or advertisement collateral are for visual purposes only and may vary from the actual Prizes received. The Eligible Cardmembers are not allowed to choose or change the Prizes.
- 34. OCBC's decisions on all matters relating to this Campaign shall be final, conclusive and binding. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning this Campaign.
- 35. OCBC reserves the rights at its sole discretion to withdraw, cancel, suspend, extend or terminate this Campaign either in whole or in part, or to vary, delete or add to any of the terms and conditions herein at any time with prior notice.
- 36. The OCBC Cardmember's Agreement and OCBC Debit Cardmembers Agreement shall continue to apply to the usage of OCBC Credit Cards and OCBC Debit Cards respectively. In the event of any inconsistencies between these terms and conditions and the terms and conditions in the OCBC Cardmember's Agreement and/or the terms and conditions in the OCBC Debit Cardmembers Agreement, these terms and conditions shall prevail only insofar as they apply to this Campaign.
- 37. These terms and conditions shall be governed by the laws of Malaysia and the Eligible Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of Malaysia.