

## TERMS & CONDITIONS

### SPEND & GET CASHBACK AT JAYA GROCER CAMPAIGN

#### Duration

1. "Spend & Get Cashback At Jaya Grocer Campaign" ("Campaign") is organised by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad, (collectively referred to as "OCBC Bank") and is subject to these terms and conditions. The Campaign shall run from 1 March to 31 May 2020, both dates inclusive ("Campaign Period").

#### Eligibility

2. This campaign is open to OCBC Principal Credit Cardmembers who hold one or more OCBC Credit Card(s) issued by OCBC Bank ("Eligible Cardmembers").
3. The following persons are **NOT** eligible to participate in this Campaign:
  - a) holder(s) of any Card(s) not issued in Malaysia;
  - b) holder(s) of any Card(s) who is (are) in default of any facilities granted by OCBC Bank at any time during the Campaign Period, subject to OCBC Bank's discretion.

#### Campaign Criteria

4. Eligible Cardmembers must perform minimum Eligible Transaction of Ringgit Malaysia One Hundred Fifty (RM150) in a single receipt via in-store or online channel at Jaya Grocer in Malaysia using their OCBC Credit Card(s) ("OCBC Card(s)") during the Campaign Period to be eligible to earn the Cashback (as defined in Clause 9 herein).
5. For the avoidance of doubt, the following are **NOT** Eligible Transactions for the purposes of this Campaign:
  - a) any transaction that is not made in Jaya Grocer in Malaysia;
  - b) existing recurring Easy Payment Plan and/or Interest Payment Plan (for OCBC Credit Cards); and
  - c) transactions which are subsequently cancelled refunded, disputed, unauthorized or fraudulent.
6. Eligible Transactions shall include the consolidated Principal and Supplementary Credit Card accounts. The Eligible Transactions accrue for the benefit of the Principal Cardmember and only the Principal Cardmember will be eligible for the Cashback upon fulfilling these terms and conditions. The Supplementary Cardmembers are not eligible and will not be eligible for any of the Cashback in this Campaign.
7. 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.
8. 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.

## **Cashback**

9. Eligible Cardmembers who fulfil the Campaign Criteria as defined under Clauses 4 to 8 herein will be eligible to receive the Ringgit Malaysia Fifteen (RM15) cashback ("Cashback"). The Cashback will be capped at Ringgit Malaysia Fifteen (RM15) per month.
10. Each Eligible Cardmember is entitled to a one (1) time Cashback per month, up to a maximum of three (3) times cashback throughout the Campaign Period.
11. The Cashback is awarded on a first come first served basis and is capped at RM300 per day, up to a maximum of RM27,600 ("Campaign Fund") throughout the Campaign Period. As soon as the Campaign Fund is exhausted (on the basis of RM300 per day totalling RM27,600 over the Campaign Period), no cashback will be given out notwithstanding that a Cardmember performs Eligible Transaction fulfilling conditions above.
12. The Cashback will be credited into the respective Eligible Cardmember's OCBC credit card account within twelve (12) weeks after the end of the Campaign Period.
13. Eligible Cardmembers will be notified by OCBC Bank via SMS ("Fulfillment SMS") once the Cashback has been credited into Eligible Cardmembers' OCBC credit card account.
14. At the time of awarding the Cashback, the Eligible Cardmember's account(s) must be current, valid, subsisting and in good credit standing as may be determined by OCBC Bank at its sole and absolute discretion, and not in breach of any of these terms and conditions.
15. OCBC Bank reserves the right to forfeit the Cashback if there is (1) a reversal of a retail transaction which results in the total transaction in a single receipt at Jaya Grocer falling below RM150 and there is no other transaction in a single receipt at Jaya Grocer during the month which is at least RM150; or (2) termination of the Eligible Cardmember's Card prior to the Cashback being credited to the Eligible Cardmember, or (3) any non-compliance or breach of these terms and conditions by the Eligible Cardmember.
16. If Eligible Cardmember does not receive the Cashback after Eligible Cardmember receives the Fulfillment SMS from OCBC Bank, it is the Eligible Cardmember's sole responsibility to notify OCBC Bank within 30 days from the date the Fulfillment SMS was sent to the Eligible Cardmember. Any notice from the Eligible Cardmember received by OCBC Bank after the said period will not be entertained. OCBC Bank will not be held liable in any manner whatsoever for non-receipt of the Cashback by the Eligible Cardmember.
17. The Cashback is non-transferable to any other party or parties and is not exchangeable for other items or vouchers in part or in full.

## **General Terms & Conditions**

18. OCBC Bank's decisions on all matters relating to the Campaign shall be final, conclusive and binding on all parties. OCBC Bank shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning such decisions and the Campaign.

19. OCBC Bank reserves the rights at its absolute discretion to withdraw, cancel, suspend, extend or terminate the 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. For the avoidance of doubt, such cancellation, termination, extension or suspension of the Campaign or amendments to the terms and conditions herein shall not entitle Eligible Cardmembers to any claim or compensation against OCBC Bank for any and all loss or damage suffered or incurred by the Eligible Cardmembers as a direct or indirect result of the act of cancellation, termination, extension or suspension of the Campaign or amendments to the terms and conditions herein.
20. The OCBC Cardmember's Agreement shall continue to apply to usage of OCBC Bank credit cards. In the event of any inconsistencies between these terms and conditions and the terms and conditions in the OCBC Cardmember's Agreement, these terms and conditions shall prevail only insofar as they apply to the Campaign.
21. These terms and conditions shall be governed by the laws of Malaysia, and Eligible Cardmembers who participate in the Campaign shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of Malaysia.