

## Terms & Conditions governing “Premier Voyage Miles Rewards Promotion” Campaign

### DURATION

- 1) OCBC Bank (Malaysia) Berhad (“OCBC”) organizes the “Premier Voyage Miles Rewards Promotion” Campaign (“Campaign”) which runs from 1 January 2017 to 31 December 2017 (“Campaign Period”).

### ELIGIBILITY

- 2) The Campaign is only open to principal cardmembers of the OCBC Premier Voyage MasterCard (“Card”, each cardmember is a “Cardmember”). For purposes of this Campaign, a principal Cardmember :
- (a) who is issued the Card within the Campaign Period is referred to as a “New Cardmember”;
  - (b) who has been issued the Card for a year or more and is billed the second year or subsequent Annual Fees (refer to clause (7) below) is referred to as a “Anniversary Cardmember”.

### HOW TO PARTICIPATE

- 3) To participate in this Campaign :
- (a) a New Cardmember must activate his Card within the Campaign Period or within 3 months from Card issuance date, whichever earlier AND fulfill the requirements set out in clause (5) below; and
  - (b) an Anniversary Cardmember must fulfill the requirements set out in clause (6) below.

### REWARD

- 4) Upon fulfillment of all the conditions set out in clause (3) above, of which OCBC shall be the sole and absolute judge, OCBC will credit Voyage Miles (refer to clause (7) below) as the reward in this Campaign (“Reward”) as follows :
- (a) a New Cardmember is given the Reward of 16,000 Voyage Miles, of which 8,000 Voyage Miles are for Card activation and 8,000 Voyage Miles for fulfilment of the requirements in clause (5) below; and
  - (b) an Anniversary Cardmember is given the Reward of 16,000 Voyage Miles for fulfilment of the requirement(s) in clause (6) below.

After crediting the 16,000 Voyage Miles Reward to the principal Cardmember’s Card account, OCBC shall be entitled, but not obliged, to redeem 16,000 Voyage Miles earned and accrued to the principal Cardmember’s Card account in the manner set out in clause (8) below to set-off against the Annual Fees.

### NEW CARDMEMBER

- 5) A New Cardmember must fulfill the conditions in either sub-clause 5(a) or 5(b) below to OCBC’s satisfaction, before OCBC credits 8,000 Voyage Miles to his Card account :
- (a) the New Cardmember has or places RM1 million or higher worth of AUM (refer to clause (7) below) with OCBC as at the “Reference Date” whereby :
    - (i) if the New Cardmember activates his Card on or before the 15<sup>th</sup> day of a calendar month, the Reference Date means the last Business Day (defined in clause (7) below) of the same calendar month; or
    - (ii) if the New Cardmember activates his Card after the 15<sup>th</sup> day of a calendar month, the Reference Date means the last Business Day of the next calendar month;

### OR

- (b) the New Cardmember purchases from OCBC any of the following within two (2) full calendar months from the date of Card approval:
- (i) a minimum of RM100,000 of Unit Trust Funds\* at a minimum sales charge of 2%; or
  - (ii) a minimum of RM250,000 of Bonds\* at a minimum sales charge of 1%; or
  - (iii) a minimum of RM250,000 of Structured Investment\* or Negotiable Instrument of Deposit\* at a minimum sales charge of 1.5%; or
  - (iv) any regular premium insurance policy\* with minimum annual premium of RM30,000; or
  - (v) a Premier Legacy insurance policy\*.

\*The respective product terms and conditions shall continue to apply.

For avoidance of doubt, even if a New Cardmember fulfills the conditions in both sub-clause 5(a) and 5(b) above, he will only be entitled to the Reward of 8,000 Voyage Miles.

**ANNIVERSARY CARDMEMBER**

- 6) An Anniversary Cardmember must fulfill the conditions in either sub-clause 6(a) or 6(b) below to OCBC's satisfaction, before he is entitled to the Reward of 16,000 Voyage Miles :
- (a) as at the Card anniversary date (refer to clause (7) below), OCBC's records show that the Anniversary Cardmember has maintained AUM of RM1 million or higher with OCBC for a period of 6 months or more within the past 12 months; **OR**
  - (b) the Anniversary Cardmember purchases from OCBC any of the following within two (2) full calendar months from the Card anniversary date :
    - (i) a minimum of RM100,000 of Unit Trust Funds\* at a minimum sales charge of 2%; or
    - (ii) a minimum of RM250,000 of Bonds\* at a minimum sales charge of 1%; or
    - (iii) a minimum of RM250,000 of Structured Investment\* or Negotiable Instrument of Deposit\* at a minimum sales charge of 1.5%; or
    - (iv) any regular premium insurance policy\* with minimum annual premium of RM30,000; or
    - (v) a Premier Legacy insurance policy\*.
- \*The respective product terms and conditions shall continue to apply.

For avoidance of doubt, even if an Anniversary Cardmember fulfills the conditions in both sub-clause 6(a) and 6(b) above, he will only be entitled to the Reward of 16,000 Voyage Miles.

- 7) For clarity :
- (a) The Card is subject to the OCBC Premier Voyage MasterCard Terms and Conditions ("**Card Terms and Conditions**").
  - (b) The term "**Annual Fees**" shall bear the same meaning defined in the Card Terms and Conditions.
  - (c) The term "**Voyage Miles**" shall bear the same meaning defined in the Card Terms and Conditions.
  - (d) The term "**AUM**" or Assets under Management shall have the same meaning as defined in the OCBC Premier Banking Membership Terms and Conditions.  
The AUM must be maintained in the principal Cardmember's own account(s) with OCBC. If the AUM is maintained in a joint account with two or more accountholders, one of whom is the principal Cardmember, the AUM will be taken into account for purposes of this Campaign **ONLY IF** the principal Cardmember is the primary holder of the joint account. If the principal Cardmember is not the primary holder of such joint account, the AUM in such joint account will not be taken into account.
  - (e) A "**Business Day**" means a day on which OCBC is open for business and the AUM placement pursuant to clause (4) above (if applicable) may be carried out at an OCBC branch.
  - (f) The term "**Card anniversary date**" shall bear the same meaning defined in the Card Terms and Conditions.

**REDEMPTION OF VOYAGE MILES TO SET-OFF ANNUAL FEES**

- 8) For purposes of this Campaign, OCBC shall be entitled but not obliged to redeem 16,000 Voyage Miles to set-off the Annual Fees.
- (a) By participating in this Campaign, each Cardmember agrees and consents to OCBC redeeming 16,000 Voyage Miles to set-off the Annual Fees. If the Voyage Miles redemption is successfully carried out by OCBC, the Annual Fees are settled. If the Voyage Miles redemption by OCBC is not carried out for any reason whatsoever, the Annual Fees remain due and payable by the Cardmember. The crediting, accrual and redemption of Voyage Miles will be reflected accordingly in the monthly statements issued for the Card.
  - (b) The Voyage Miles redemption by OCBC will take place within 14 working days after OCBC credits the Reward to the principal Cardmember provided that there remains minimum of 16,000 Voyage Miles for the Annual Fees. If there are less than 16,000 Voyage Miles, OCBC will not be able to set-off the Annual Fees and redemption will not be carried out.
- 9) OCBC's records and decisions on all matters relating to the Campaign shall be final, conclusive and binding on all parties, including but not limited to the following :
- (a) OCBC's records as to whether a principal Cardmember has activated his Card within the specified deadline;
  - (b) OCBC's records of a principal Cardmember's AUM with OCBC as at any particular date or over any particular period of time, whichever is relevant to this Campaign;
  - (c) OCBC's decisions as to any Cardmember has or has not fulfilled the requirements in clause 5 or clause 6, as the case may be;
  - (d) OCBC's decisions as to whether or not Voyage Miles redemption is successfully carried out to set-off the Annual Fees and the records on the crediting, accrual and redemption of Voyage Miles as reflected in the Card monthly statement.

OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorized human intervention, electronic or human error in administration and processing. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Campaign.

- 10) OCBC reserves the right to cancel or forfeit any Reward, whether or not credited to the Cardmember, in any of the following events :
- (a) termination or suspension of a Cardmember's OCBC Premier Banking Membership, OCBC Premier Voyage Card;
  - (b) cancellation or termination of any of the products purchased pursuant to clause 5(b) or clause 6(b) above;
- 11) The Table below contains some illustrations on this Campaign mechanics.

TABLE

**Illustration 1**

Customer A is a Premier Banking member since 2000. He applied for the OCBC Premier Voyage Card on 20 February 2017 and activated it on 27 February 2017. His AUM on 28 February 2017 is RM1.2 million and AUM on 31 March 2017 is RM1.5 million. Since he activated his Card after 15<sup>th</sup> of February, he will be recognized for his AUM on the next month end's balance, which is 31 March 2017. Therefore, he will get his 8,000 Voyage Miles from activation and 8,000 Voyage Miles from AUM based on 31 March 2017 and the Voyage Miles will be redeemed to offset against his Annual fees.

**Illustration 2**

Customer B is a Premier Banking member since 2012. He applied for the OCBC Premier Voyage Card on 2 February 2017 and activated it on 7 February 2017. His AUM on 28 February 2017 is RM300,000. Since he activated his Card before the 15<sup>th</sup> of February, he will be recognized for his AUM in the same month end balance, which is 28 February 2017. Therefore, he will only get his 8,000 Voyage Miles from activation and **not** 8,000 Voyage Miles from his AUM recognition. However, Customer B has until 28 February 2017 to top up his AUM to RM1 million or purchase products as per clause 5(b) within 2 full calendar months of Card approval date, after which he will be recognized with an additional 8,000 Voyage Miles.

**Illustration 3**

Customer C joined Premier Banking as member on 12 February 2017 and applied for the OCBC Premier Voyage Card on the same day. Her Card is approved on 16 February 2017 and she activated her Card on 14 March 2017. Her AUM on 31 March 2017 is RM500,000. Since she activated her Card before the 15<sup>th</sup> of March, she will be recognized for her AUM in the same month end balance, which is 31 March 2017. Therefore, she will only get her 8,000 Voyage Miles from activation and **not** 8,000 Voyage Miles from her AUM recognition. However, if Customer purchases products as per clause 5(b) within 2 full calendar months of Card approval date, she will be recognized with an additional 8,000 Voyage Miles.

**Illustration 4**

Customer D joined Premier Banking as a member on 12 October 2016 and applied OCBC Premier Voyage Card on 20 February 2017. She activated her Card on 27 February 2017. Since she activated her Card after the 15<sup>th</sup> of February, she will be recognized for her AUM in the following month which is 31 March 2017. Her AUM on 31 March 2017 is RM2,000,000. Therefore, she will get 8,000 Voyage Miles from activation and 8,000 Voyage Miles from her AUM recognition.

**Illustration 5**

Premier Banking Customer E took up an OCBC Premier Voyage Card on 3 March 2016. Her AUM for the past 12 months qualifies her to receive 16,000 Voyage Miles. Her Voyage Miles will be credited and offset with annual fees before the next Card statement date.

**Illustration 6**

Premier Banking Customer G took up an OCBC Premier Voyage Card on 2 March 2016. Her AUM for the past 12 months is not enough to qualify her to receive Voyage Miles. However, she has the option to purchase products as per clause 6(b) within 2 full calendar months of her Card anniversary date to qualify her for 16,000 Voyage Miles.

**GENERAL TERMS & CONDITIONS**

- 12) The existing terms and conditions governing the respective products and services (including but not limited to the Card Terms and Conditions, OCBC Cardmember's Terms and Conditions, the Accounts and Services Main Terms and Conditions, the OCBC Premier Banking Membership Terms and Conditions, terms and conditions governing the respective products referred in clauses (5) and (6) above and such other terms and conditions) shall continue to apply. In the event of conflicting provisions, these Campaign Terms and Conditions shall prevail only insofar as they apply to this Campaign.
- 13) By participating in this Campaign :
  - (a) each Cardmember shall be deemed to have agreed to OCBC processing the Cardmember's information; and
  - (b) each Cardmember shall be deemed to have represented and warranted to OCBC that each of the joint account holder(s) referred to in clause 7(d) above, where applicable, has consented to OCBC processing his/her information for purposes of this Campaign.
- 14) These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
- 15) OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Campaign at any time in whole or in part, or to vary, delete or add to any of the Terms & Conditions herein at any time with notice, by way of posting on OCBC's website at [www.ocbc.com.my](http://www.ocbc.com.my), or in any other method deemed suitable by OCBC. Each Cardmember agrees to access OCBC's website stated herein at regular time intervals to view the Terms & Conditions herein and to ensure that the Cardmember is kept up-to-date with any changes or variations to these Terms & Conditions. No Cardmember shall be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Campaign or any variation, deletion or addition to any of the Terms & Conditions herein.
- 16) These Terms & Conditions shall be governed by the laws of Malaysia, and all Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysia Courts.