

## Terms & Conditions – “Apply & Stand a Chance to Win a Samsung S4” Contest

### Duration

1. OCBC Bank (Malaysia) Berhad (“**OCBC**”) organizes the “Apply & Stand a Chance to Win a Samsung S4” Contest (“**Contest**”) from 17 June 2013 to 31 July 2013, both dates inclusive (“**Contest Period**”).

### Eligibility & Contest Information

2. The Contest is open for participation by anyone who is eligible to hold any credit card issued by OCBC, according to OCBC’s assessment criteria, at OCBC’s sole and absolute discretion. However, anyone who currently holds an OCBC credit card, or who has held an OCBC credit card any time within 12 months immediately preceding the Contest Period, is disqualified from participation in this Contest. A person who is eligible and not disqualified is referred to as an “**Eligible Participant**”.
3. To participate in the Contest, an Eligible Participant must apply for any OCBC credit card within the Contest Period as follows :
  - (a) the credit card application must be made via OCBC’s website at [www.ocbc.com.my/cards](http://www.ocbc.com.my/cards) or via OCBC’s iQ@work channel; and
  - (b) the Eligible Participant must apply as the principal cardmember; and
  - (c) the Eligible Participant must submit the duly completed credit card application form together with all necessary supporting documents as may be required by OCBC.
4. If, prior to the Contest Period, an Eligible Participant has already applied for an OCBC credit card in the manner specified in paragraph 3 (a) to (c) above, and the application is pending, then there is no need to submit another application.
5. All credit card applications are submitted for OCBC’s consideration based on its assessment criteria. Approval may be given at OCBC’s sole and absolute discretion, subject to the applicable terms and conditions.
6. An Eligible Participant whose credit card application is approved by OCBC and the credit card issued within the Contest Period is given 1 chance to win a Prize (defined below).

### Disqualification from Participation or Continued Participation in Contest

7. OCBC reserves the right to disqualify any Eligible Participant from participation, or continued participation, in the Contest in any of the following circumstances :
  - (a) the Eligible Participant’s OCBC credit card shall cease to be valid for whatever reason(s); and/or
  - (b) the Eligible Participant shall cease to be in good standing as so determined by OCBC at its absolute discretion; and/or
  - (c) the Eligible Participant shall cancel the OCBC credit card for whatsoever reason(s); and/or
  - (d) the Eligible Participant shall have committed any fraudulent or wrongful acts.Upon disqualification, the Eligible Participant’s participation in the Contest shall automatically and forthwith be null and void and terminated.

## Prizes

8. A total of 12 units of Samsung Galaxy S4 (each unit is a “**Prize**”, collectively 12 “**Prizes**”) will be given away to 12 Winners (defined below). For clarity, each Eligible Participant who fulfils the above requirements shall only earn 1 chance to win 1 Prize, regardless the number of credit cards approved and issued.
9. The Prizes are not transferable, non-refundable and non-exchangeable for cash or kind whether in part or in full. The Prizes are manufactured or produced by (“**Third Party(ies)**”). To the fullest extent permitted by law, OCBC does not make and hereby expressly excludes and disclaims any representations or warranties with respect to the (“Third Party(ies)”) and the Prizes. In particular, OCBC gives no warranty or endorsement, express or implied, written or oral, including but not limited to, any warranty in respect of merchantability quality or suitability or fitness for any purpose in respect of the Prizes. The Winners shall communicate and liaise directly with the Third Party(ies) for any queries or issues in relation to or arising from the Prizes.
10. OCBC reserves the right to substitute any of the Prizes with other products or services with prior notice, in which case these terms and conditions shall apply to the substitute prizes *mutatis mutandis*.

## Winner Selection Period & Process

11. The following is the selection process to determine the winners of the Prizes:
  - (a) By 31 August 2013, 12 Eligible Participants will be selected from the pool of Eligible Participants who have earned a chance to win a Prize as provided above (“**Selected Participant**”);
  - (b) OCBC will make a maximum of 3 attempts to contact each Selected Participant, via telephone any time during office hours (9.00am – 6.00pm), Monday to Friday (except public holidays), based on the Selected Participant’s last known contact information in OCBC’s records. If all 3 attempts are not successful, then the Selected Participant who cannot be contacted shall forthwith be disqualified and shall not be entitled to receive any Prize. OCBC shall be entitled to select again from the pool of remaining Eligible Participants until OCBC selects an Eligible Participant who can be contacted in the manner provided herein.
  - (c) Upon being contacted, the Selected Participant shall be required to answer 1 question correctly, to be eligible to receive a Prize. If the Selected Participant fails to answer the question correctly, he/she shall forthwith be disqualified and shall not be entitled to receive any Prize, whereupon OCBC shall be entitled to select again, until OCBC selects an Eligible Participant who can answer 1 question correctly upon being contacted in the manner provided herein.
  - (d) Upon answering the question correctly and upon his/her agreement with these terms and conditions, the Selected Participant shall be declared as the “**Winner**” for a Prize.

**Fulfilment of the Prizes**

12. Upon being declared as a Winner of a Prize, OCBC will deliver or cause to be delivered to the Winner the Prize.
13. The Prize will be delivered by courier service within 4 weeks from the Winner declaration, to the Winner's last known address in OCBC's records. Each Winner consents to and agrees for OCBC to disclose his/her name and contact information in OCBC's records to the courier service to facilitate the Prize delivery.
14. OCBC shall not be responsible for any Prize which may be damaged, delayed, lost, returned or uncollected for whatever reasons and OCBC will not make any alternative arrangement for delivery or collection of the Prize.
15. All Prizes do not include any accessory items which may be shown in any advertisements or promotional materials as they are for illustrative purposes only.

**Liability and Responsibility**

16. Participation in this Contest and the utilisation of the Prize are at the own risk of the Eligible Participant. The Eligible Participant shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accidents resulting therefrom. OCBC shall not be held liable for any of the aforesaid.
17. Each Eligible Participant shall take full responsibility for any costs, fees, charges and expenses whatsoever howsoever incurred to participate in this Contest and/or utilisation of the Prize.

**General Terms & Conditions**

18. All information and data submitted to OCBC by means specified in paragraph 3(a) above will be tracked and processed by OCBC's system for purposes of this Contest. Each applicant who submits information and data by such means shall be deemed to have agreed with these terms and conditions, regardless of whether or not the applicant is eligible for participation, or wins any Prize, in this Contest.
19. OCBC's decisions on all matters relating to the Contest shall be final, conclusive and binding on all parties, including but not limited to the selection of the Eligible Participants for Winner selection. OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorized human intervention and 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 Contest.
20. OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Contest. Furthermore, OCBC shall not be liable for any default or delay in respect of the Contest due to any act of God, riot, strike, epidemic, lockout, industrial action, fire, flood, blackout, breakdown in any mode of communication, breakdown in any computer systems, or any events which are caused by factors beyond the reasonable control of OCBC.

21. By participating in the Contest, all participants shall be deemed to have agreed to be bound by these terms and conditions. The terms and conditions contained herein are binding on all participants. No appeal and/or correspondence will be entertained.
22. OCBC reserves the right to use any information, names and photographs of the Winners for publishing in any mass media or marketing materials for advertising or publicity purposes. All documents submitted for the Contest are the property of OCBC inclusive of the photographs of the Winners.
23. OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Contest at any time 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, 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 participant agrees to access OCBC's website stated herein at regular time intervals to view the terms and conditions herein and to keep up-to-date with any changes or variations to these terms and conditions. No one 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 Contest or any variation, deletion or addition to any of the terms and conditions herein.
24. OCBC shall not be liable for any misinterpretation or misrepresentation of any facts, news, reports, audios or visuals in respect of the Contest published in any mass media, marketing or advertising materials.
25. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Contest, these terms and conditions shall prevail.
26. These terms and conditions shall be governed by the laws of Malaysia, and all participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.