

## TERMS & CONDITIONS

### OCBC CUTI-CUTI MALAYSIA & WIN YOUR DREAM HOLIDAY CAMPAIGN

#### Duration

1. The “OCBC Cuti-Cuti Malaysia & Win Your Dream Holiday Campaign” (“Campaign”) is organised by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad (either of which, shall be collectively referred to as “OCBC Malaysia”) and is subject to these terms and conditions. The Campaign runs from 15 July 2020 to 14 October 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 Malaysia; and
  - b) OCBC **Debit/i Cardmembers** who hold an OCBC Debit Card/i issued by OCBC Malaysia.

(collectively “Eligible Cardmembers”).

3. The following persons are **NOT** eligible to participate in this Campaign:
  - a) permanent and/or contract employees of OCBC Malaysia (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 Malaysia, 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 Malaysia at any time during the Campaign Period, subject to OCBC Malaysia’s discretion.

#### Registration

4. To participate in the Campaign, Eligible Cardmembers are required to register their participation with OCBC Malaysia during the Campaign Period via any one (1) of the following method:
  - a) by responding to OCBC Malaysia’s short message service (“SMS”) sent to their mobile number and by typing **CM** and sending the same to 62662 during the Campaign Period; or
  - b) by registering online at **www.ocbc.com.my/cm** (“Campaign Website”).
5. Upon successful registration, Eligible Cardmembers will receive a confirmation from OCBC Malaysia via SMS and/or as shown on the Campaign Website.
6. 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 Clauses 4 and 5 above, Eligible Cardmembers must make Eligible Transactions (as defined in Clause 8 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 Weekly Prizes and/or Grand Prizes (as defined in Clauses 14 to 23 herein):

Qualifying Criteria	No. Of Stamp
Every RM100 spent in a single receipt on any travel-related purchase (“Travel Spending”)	1
Every RM100 spent in a single receipt on bookings made at Four Seasons Malaysia and on Agoda (“Partner Spending”)	10

Travel Spending or Partner Spending shall herein collectively be referred to as “Eligible Transactions”.

8. Eligible Transactions for the Campaign shall include travel 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. Travel spending only applies to the following Merchant Category Codes (“Eligible MCC”):

Category	Eligible MCC
Airlines	3000 – 3299, 4582, 4511
Accommodation	3501 – 3999, 7011, 7012, 7032, 7033
Travel	3351 – 3441, 4411, 4722, 5962, 7991

9. For the avoidance of doubt, the following are **NOT** Eligible Transactions for the purposes of this Campaign:-
- Spending transactions which do not fall under Eligible Transactions as defined in Clause 9 herein;
  - 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
  - Eligible Transactions which are subsequently cancelled, refunded, disputed, unauthorized or fraudulent.
10. Subject to fulfilment of the qualifying criteria in Clause 7 above, Eligible Transactions performed within the Campaign Period using:
- an Eligible Cardmember’s Credit Card(s) and his supplementary Credit Card(s); and
  - an Eligible Cardmember’s Debit 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	Travel Spend Amount (RM)	Spend Type	Date Eligible Transaction Performed	Weekly Prize Eligibility	No. Of Entries Earned	Total No. Of Entries Earned
A	Principal	50	Travel Spend	15-Jul-20	No	0	0
B	Principal	1,000	Partner Spend	15-Jul-20	Yes	100	110
	Supplementary	100	Partner Spend	22-Jul-20	Yes	10	
C	Principal	1,000	Travel Spend	01-Aug-20	Yes	10	120
	Supplementary	100	Agoda	15-Aug-20	Yes	10	
	Supplementary	1,000	Four Seasons	31-Aug-20	Yes	100	

11. The tracking of the Eligible Transactions is based on the dates and time (Malaysian Time) as captured by OCBC Malaysia's records during the Campaign Period.

12. OCBC Malaysia 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

13. Details of the Weekly Prizes, Consolation Prizes and Grand Prize ("Prizes") are as defined in Clauses 14 to 22 herein.

### Weekly Prizes

14. Details of the Participating Week, Weekly Prize Per Winner and number of Weekly Prize Winners are as follows:

Participating Week Period	Weekly Prize Per Winner	No. Of Weekly Prize Winners
15 – 19 July 2019	RM30 Agoda Voucher	300
20 – 26 July 2020	RM30 Agoda Voucher	300
27 July – 2 August 2020	RM30 Agoda Voucher	300
3 – 9 August 2020	RM30 Agoda Voucher	300
10 – 16 August 2020	RM30 Agoda Voucher	300
17 – 23 August 2020	RM30 Agoda Voucher	300
24 – 30 August 2020	RM30 Agoda Voucher	300
31 August – 6 September 2020	RM30 Agoda Voucher	300
7 September – 13 September 2020	RM30 Agoda Voucher	300
14 September – 20 September 2020	RM30 Agoda Voucher	300
21 September – 27 September 2020	RM30 Agoda Voucher	300
28 September – 4 October 2020	RM30 Agoda Voucher	300
5 October – 11 October 2020	RM30 Agoda Voucher	300

12 October – 14 October 2020	RM30 Agoda Voucher	300
<b>Total</b>		<b>4,200</b>

15. The Weekly Prize is awarded on a first come, first served basis, and is capped at 4,200 vouchers throughout the Campaign Period.
16. Each Eligible Cardmember is entitled to a maximum of one Weekly Prize throughout the Campaign Period.
17. Details of the Weekly Prizes are as follows:
- The Vouchers are issued by Agoda (“**Issuer**”) and can be used to redeem a discount on hotel accommodations, subject to the Issuer’s terms and conditions.
  - The Vouchers can only be used one time throughout the Promotion Period and is not transferable.
  - A minimum spend of RM300 applies to the Vouchers.
  - There is no extension of validity of the Vouchers.
  - The Vouchers are applicable to bookings made for hotel stay between 1 January 2021 and 31 December 2021.
  - Change of stay is not permitted. In the event of cancellation of bookings, the Vouchers have no cash or refund value.
  - The Vouchers are not transferrable and non-cumulative and cannot be exchanged for cash or other products, and may not be combined with other offers, rewards, or loyalty programs
  - Any dispute in connection with the Vouchers shall be referred to the Issuer. OCBC Malaysia disclaims all liabilities and obligations for the Vouchers.
  - All services are subject to availability and OCBC Malaysia has no control over the arrangements and the said arrangements may be subject to change. OCBC Malaysia accepts no responsibility for any change and/or cancellation of any of the said arrangements.

#### **Grand and Consolation Prizes**

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

<b>Prizes</b>	<b>No. Of Prize Winners</b>
<b>Grand Prize:</b> 2 Nights stay at the Beach Villa, Four Seasons Langkawi worth RM8,000	1
<b>Consolation Prizes:</b> 1 Night stay at Park View Room, Four Seasons Kuala Lumpur worth RM3,000	2

19. Details of the Grand and Consolation Prizes are as follows:
- The Hotel Vouchers are issued by Four Seasons Hotels Limited (“**Issuer**”) and can be used to redeem hotel accommodation, subject to the Issuer’s terms and conditions.
  - The redemption and stay period(s) for Four Seasons Hotel Voucher is one year from the date of issue. Failure to redeem the Hotel Voucher within the said period will result in the Hotel Voucher being forfeited and/or becoming invalid and/or unusable for redemption. There will be no replacement of any Hotel Vouchers that have lapsed or expired.

- c) All services are subject to availability and OCBC Malaysia 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 Malaysia accepts no responsibility for any change and/or cancellation of any of the said arrangements.
- d) Once the Hotel Voucher has been redeemed, any changes and/or cancellations will be subject to cancellation penalty and/or agent amendment fee.
- e) The Hotel Voucher is not transferable or redeemable in cash and there is no refund value.
- f) Any dispute in connection with the Hotel Vouchers shall be referred to the Issuer. OCBC Malaysia disclaims all liabilities and obligations for the Hotel vouchers.

20. 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 and Consolation 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
A	15 July 2020	15 July 2020 – 14 October 2020
B	10 October 2020	15 July 2020 – 14 October 2020

- 21. An Eligible Cardmember is eligible to win a maximum of only one (1) out of the total three (3) Grand and Consolation Prizes throughout the Campaign Period as defined under Clause 19 herein.
- 22. An Eligible Cardmember is eligible to win a maximum of only one (1) Weekly Prize **AND** one (1) Grand or Consolation Prizes throughout the Campaign Period.

### Winners Selection and Prize Fulfillment Process

23. 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) Weekly Prizes

The Weekly Prize is awarded on a first come, first served basis, and is capped at 4,200 vouchers throughout the Campaign Period. Weekly Prize Winners shall be contacted via SMS at their mobile number maintained in OCBC’s records within three (3) weeks after the end of the Participating Week Period.

#### b) Consolation Prizes

Subject to the terms and conditions herein, OCBC Malaysia’s automated system will generate three (3) potential winners referred to under Clauses 18 and 20 herein based on the total entries earned throughout the Campaign Period (“Potential Consolation Prize Winners”). The Potential Consolation Prize Winners shall be contacted via SMS at their mobile number maintained in OCBC Malaysia’s records within twelve (12) weeks after the end of the Campaign Period. The SMS will notify the Potential Consolation Prize Winners that they have been shortlisted as a Potential Consolation Prize Winner for this Campaign and that they will be contacted by OCBC Malaysia 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 Consolation Prize Winner. If the first attempt to contact the Potential Consolation 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 Consolation Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Consolation Prize Winner will be disqualified and will not be entitled to win the Consolation Prize. A new Potential Consolation Prize Winner will then be drawn again to replace the said disqualified Potential Consolation Prize Winner.

### **c) Grand Prize**

Subject to the terms and conditions herein, OCBC Malaysia's automated system will generate three (3) potential winners referred to under Clauses 18 and 20 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 Malaysia'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.

24. OCBC Malaysia has the sole discretion to fix the appointed working day (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Potential Consolation Prize Winners and Potential Grand Prize Winner ("Potential Winners"). OCBC Malaysia 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 Malaysia reserves the right to record these telephone conversations.
25. The Prizes shall be fulfilled by OCBC Malaysia to the Winners within twelve (12) weeks after the end of the Campaign Period.
26. 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.
27. 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.
28. OCBC Malaysia 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**

29. OCBC Malaysia 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.
  
30. 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.
  
31. 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.