

Additional Terms and Conditions Governing JomPAY Nationwide Usage Campaign

This Additional Terms and Conditions shall be read together with the Promotion Terms and Conditions which is available at <http://www.jompay.com.my/Nationwide-Campaign-2017>

The Campaign

1. The *RM50 Rebate JomPAY Nationwide Usage Campaign* ("**Campaign**") is organised jointly by OCBC Bank (Malaysia) Berhad ("**OBMB**") and OCBC Al-Amin Bank Berhad ("**OABB**") (collectively, OBMB and OABB are referred to as the "**Bank**") subject to these terms and conditions. The Campaign runs from 17 April - 31 July 2017 (15 weeks), both dates inclusive ("**Campaign Period**").

Who are eligible

Personal Banking

2. Only "**Eligible Customers**" are eligible to participate in this Campaign. Eligible Customers are customers who perform any JomPAY bills via OCBC Internet Banking and Mobile Banking, provided that such customers do not fall within any of the following disqualifying events :
 - (a) customers who are 17 years old or younger;
 - (b) customers whose accounts with OCBC Bank shall have been suspended or terminated; and
 - (c) customers who have breached any agreement with OCBC Bank.

Business Banking

3. Only "**Eligible SMEs**" under Small Medium Enterprise (SME) are eligible to participate in this Campaign, provided that such customers do not fall within any of the following disqualifying events :
 - (a) customers whose shareholders or members consist of or include any employees (permanent or contract) of the Bank or the Bank's subsidiaries or related companies and their immediate family members;
 - (b) customers who are representatives or agents (including advertising and promotion agents) of the Bank, or customers whose shareholders or members consist of or include any representatives or agents of the Bank and their immediate family members;
 - (c) customers whose accounts with the Bank shall have been suspended or terminated; and
 - (d) customers who shall have breached any agreement with the Bank. Disqualified customers are not eligible for participation in this Campaign.
4. "**SME**" generally refers to a business falling within either of the following categories and fulfilling the lower of the 2 criteria applicable to the category it falls under:
 - (a) Manufacturing: Sales turnover not exceeding RM50 million OR full-time employees not exceeding 200 workers;
 - (b) Services and other sectors: Sales turnover not exceeding RM20 million OR full-time employees not exceeding 75 WorkerPlease check with the Bank for full definition of "SME", as required.

What must the Eligible Customer do to participate in Campaign

Personal Banking

5. To participate in the Campaign, an Eligible Customer must perform any JomPAY Bill Payment (defined below) through <https://internet.ocbc.com.my/internet-banking> or OCBC Malaysia Mobile Banking application ("**OCBC Online Banking**") from the Eligible Customer's OCBC Account or any OCBC Credit Card by 31 July 2017.
 - i. Perform a minimum weekly aggregated Bill Payment value of RM200 to be eligible for the weekly Rebate (defined below).

Business Banking

6. To participate in the Campaign, an Eligible SME must perform any JomPAY Bill Payment (defined below) through <https://velocity.ocbc.com/login.html> ("**Velocity@ocbc**") from the Eligible SME's OCBC Current Account or Current Account-I by 31 July 2017.
 - i. Perform a minimum weekly aggregated Bill Payment value of RM200 to be eligible for the weekly Rebate (defined below).
7. In relation to the requirements pertaining to a "**Bill Payment**", which shall mean a payment to any of the participating billing organizations available on JomPAY Biller List from the Eligible Customer's OCBC Account or OCBC Credit Card made through OCBC Online Banking.
8. The data generated by and recorded in OCBC Bank's systems shall be conclusive evidence as to whether a particular Eligible Customer has duly completed clause 5 & 6 above, and where applicable, the date and time for such completion. Any purported registration or payment which is not duly captured by and reflected in OCBC Bank's systems and records shall be disqualified for purposes of this Campaign.

How does the Rebate work

9. Subject always to the availability of the Rebate Fund (defined below), after an Eligible Customer and Eligible SME has duly completed clause 5 & 6 above respectively with the data duly captured by and reflected in OCBC Bank's systems,

an Eligible Customer and Eligible SME will receive a once-only RM50 Rebate made pursuant to clause 5 and 6 above, on a first come first served while stocks last basis if they are the top 20 with the highest Bill Payment value for the week (Monday- Sunday) within the Campaign Period (“**Rebate**”).

For avoidance of doubt:

- (a) if an Eligible Customer or Eligible SME performs more than RM200 in Bill Payment value in a week within the Campaign Period, and is in the top 20 highest total Bill Payment value, a maximum of RM50 Rebate will be given; and
- (b) as soon as an Eligible Customer or Eligible SME becomes entitled to receive a Rebate, he/she is no longer eligible for further participation in this Campaign, notwithstanding that he/she may receive further communications(s) and make further payments within the Campaign Period.

10. OCBC Bank allocates a maximum of RM15,000 for Eligible Customers and RM15,000 for Eligible SMEs, collectively RM30,000 only (“**Rebate Fund**”) to be given away as Rebates in this Campaign. Upon exhaustion of the Rebate Fund, no further Rebate will be given, notwithstanding anything to the contrary.

Personal Banking

11. The Rebate will be credited into the Eligible Customer’s currently valid OCBC Account by the end of the following month from the month of the JomPAY transaction. Notwithstanding anything herein, the Rebate will be forfeited if the Eligible Customer no longer has any account with OCBC Bank at time of Rebate crediting.
12. If an Eligible Customer maintains more than 1 account with OCBC Bank, OCBC Bank reserves the right to credit the Rebate into any 1 among the Eligible Customer’s savings or current accounts. Where available, the Rebate will be credited based on the following account priority:
 - a) OCBC saving account (in the sole personal name of the Eligible Customer, not joint account); and
 - b) OCBC current account (in the sole personal name of the Eligible Customer, not joint account).All depository accounts are insured by PIDM.

Business Banking

13. The Rebate will be credited into the Eligible SME’s currently valid OCBC Current Account or Current Account-i by the end of the following month from the month of the JomPAY transaction. Notwithstanding anything herein, the Rebate will be forfeited if the Eligible SME no longer has any account with OCBC Bank at time of Rebate crediting.
14. If an Eligible SME maintains more than 1 account with OCBC Bank, the Rebate will be credited into the Current Account or Current Account-i which was used to perform the JomPAY Bill Payment Transaction. All depository accounts are insured by PIDM.

General Terms and Conditions

9. OCBC Bank’s decisions on all matters relating to this Campaign shall be final, conclusive and binding. OCBC Bank 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 Bank reserves the rights at its absolute discretion 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 and conditions herein at any time with prior notice, by way of posting on OCBC Bank’s website at www.ocbc.com.my, or in any other method deemed suitable by OCBC Bank. Notice of such variation of the terms and conditions or suspension or termination of the Campaign will take effect from the date set out in the notice and, if no date is stated, will take effect from the date the notice is sent. Each Eligible Customer agrees to access OCBC Bank’s website stated herein at regular time intervals to view the terms and conditions herein and to ensure that the Eligible Customer is kept 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 Bank for any and all loss and damage howsoever suffered or incurred, as a result of any withdrawal, cancellation, suspension, extension or termination of the Campaign or any variation, deletion or addition to any of the terms and condition herein.
11. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to be bound by these terms and conditions. The terms and conditions contained herein are binding on all parties. No appeal and/or correspondence will be entertained.
12. All the existing Accounts and Services – Main Terms and Conditions, OCBC 360 Account Terms and Conditions, and Internet Banking Terms and Conditions, where applicable, shall continue to apply. In the event of any inconsistencies with the terms and conditions herein, the terms and conditions herein shall prevail in relation to this Campaign only.
13. OCBC Bank shall not be liable for any failure to perform due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of OCBC Bank.
14. This Campaign is not sponsored by any billing organisation.
15. These terms and conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.

The Additional Terms and Conditions and the Promotion Terms and Conditions (collectively “Terms and Conditions”) shall be binding on all Customers who participate in this Promotion (“Eligible Customers”). The definitions in the Promotion

Terms and Conditions shall apply unless otherwise expressly stated in the Additional Terms and Conditions. In the event of any inconsistency between the Additional Terms and Conditions and the Promotion Terms and Conditions, the Promotion Terms and Conditions shall prevail to the extent of such inconsistency.

Entry and participation in the Promotion shall be deemed an unconditional acceptance by the Eligible Customers of the Terms and Conditions.