

## Additional Terms and Conditions Governing JomPAY Nationwide Usage Campaign 2018

This Additional Terms and Conditions shall be read together with the Promotion Terms and Conditions available at [www.jompay.com.my](http://www.jompay.com.my)

### The Campaign

- 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 23 April to 30 September 2018, both dates inclusive ("**Campaign Period**").

### Who is eligible?

#### Personal Banking

- 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 :
  - customers who are 17 years old or younger;
  - customers whose accounts with the Bank shall have been suspended or terminated; and
  - customers who have breached any agreement with the Bank.

### What must the Eligible Customer do to participate in Campaign?

#### Personal Banking

- To participate in the Campaign, an Eligible Customer must perform the following 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 within the Campaign Period.
  - Perform any bill payment under JomPAY, via OCBC Online Banking ("**Bill Payment**")
  - Perform a minimum monthly aggregated Bill Payment amount of RM200 to be eligible for the monthly Rebate (defined below).

### How does the Rebate work?

- Subject always to the availability of the Rebate Fund (defined below), after an Eligible Customer has duly completed clause 3 above with the data duly captured by and reflected in the Bank's systems, an Eligible Customer will receive a once-only RM50 Rebate made pursuant to clause 3 above, on a first come, first served basis and while stocks last, if they are among the top 190 with the highest Bill Payment value for the month within the Campaign Period ("**Rebate**"). The method of calculating the highest Bill Payment value is given in clause 5.
- New Bill Payments (defined below) will be prioritised for the monthly Rebate over Existing Bill Payments (defined below).
  - New Bill Payments are first-time payments to an account with a biller through JomPAY on or after 23 April 2018.
  - Existing Bill Payments are any payment to an account with a biller where at least one payment had been made previously through JomPAY.

#### Example 1:

Rebate Priority	Type of Bill Payment	Number of winners
First	New Bill Payment only	190
Second	New Bill Payment + Existing Bill Payment	0
Third	Existing Bill Payment	0

Example 2: If there are less than 190 winners, then customers with the highest total bill payments to new and existing billers through JomPAY will be selected.

Rebate Priority	Type of Bill Payment	Number of winners
First	New Bill Payment only	90
Second	New Bill Payment + Existing Bill Payment	100
Third	Existing Bill Payment	0

Example 3: If there are less than 190 winners, then customers with the highest total bill payments to existing billers through JomPAY will be selected.

Rebate Priority	Type of Bill Payment	Number of winners
First	New Bill Payment only	100
Second	New Bill Payment + Existing Bill Payment	40
Third	Existing Bill Payment	50

- Pursuant to clause 4 and 5, for avoidance of doubt:

- (a) if an Eligible Customer performs more than RM200 in Bill Payment amount in a month within the Campaign Period, and is among the top 190 with the highest total Bill Payment amount, a maximum of RM50 Rebate will be given; and
  - (b) as soon as an Eligible Customer 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.
7. The Bank allocates a maximum of RM47,500 for Eligible Customers 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.
8. The Rebate will be credited into the Eligible Customer’s currently valid OCBC Account or OCBC Credit Card 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 ceases to have any account with the Bank at time of Rebate crediting.
9. If an Eligible Customer maintains more than one account or credit card with the Bank, the Bank reserves the right to credit the Rebate into any one among the Eligible Customer’s savings or current accounts.

#### **General Terms and Conditions**

9. The Bank’s decisions on all matters relating to this Campaign shall be final, conclusive and binding. The 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. The 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 the Bank’s website at [www.ocbc.com.my](http://www.ocbc.com.my), or in any other method deemed suitable by the 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 the 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 the 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/i 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. The 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 the 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.