

## Terms & Conditions – “2019 Premier Voyage Birthday Offer” Campaign

### Duration

1. OCBC Bank (Malaysia) Berhad (“OCBC Bank”) presents the “2019 Premier Voyage Birthday Offer” Campaign (the “Campaign”) which runs from 1 January 2019 to 31 December 2019 (“Campaign Period”).

### Eligibility

2. Subject to these Terms and Conditions, only customers of OCBC Bank who meet criteria (a) and (b) below are eligible to participate in this Campaign (each as an “Eligible Customer”, collectively as “Eligible Customers”):
  - a) Customers who hold a Premier Voyage card issued by OCBC Bank in Malaysia;
  - b) Customers whose credit card accounts maintained with OCBC Bank are in good standing according to OCBC Bank’s sole definition and absolute discretion.
3. Customers whose accounts with OCBC Bank have been suspended or terminated or who have breached any other agreements with OCBC Bank at any time within the Campaign Period are not eligible to participate.
4. OCBC Bank reserves the right to disqualify any Cardmember who becomes ineligible (per clause 3 above) any time within the Campaign Period from continued participation in this Campaign.

### Campaign Mechanics

5. To participate in this Campaign, an Eligible Customer must:
  - a) Use the Premier Voyage card for any transaction involving Cumulative Spending as defined in (b) below.
  - b) Only transactions made during the Spending Period for the applicable birthday month as stated in Table 1 below and captured by OCBC Bank’s system (refer clause 12 below) will be taken into account:

**Table 1**

<b>Birthday Month</b>	<b>Spending Period</b>
January 2019	July 2018 – December 2018
February 2019	August 2018 – January 2019
March 2019	September 2018 – February 2019
April 2019	October 2018 – March 2019
May 2019	November 2018 – April 2019
June 2019	December 2018 – May 2019
July 2019	January 2019 – June 2019
August 2019	February 2019 – July 2019
September 2019	March 2019 – August 2019
October 2019	April 2019 – September 2019
November 2019	May 2019 – October 2019
December 2019	June 2019 – November 2019

“Cumulative Spending” refers to the total retail purchases transacted on each Premier Voyage credit card, whether it is a primary or supplementary card inside and/or outside Malaysia during the Spending Period. Any Cumulative Spending in foreign currency will be converted into Ringgit Malaysia (RM) at an exchange rate determined by OCBC Bank.

6. The Cumulative Spending will be viewed on each credit card or debit card separately, and will not be consolidated.
7. The following are excluded from the computation of the Cumulative Spending:
  - a) Standing instructions/auto billings;
  - b) Balance transfer;
  - c) New and existing instalment payment plans (IPP);
  - d) Flexi-payments plans (FPP);
  - e) Cash advances, cash plus, call-for-cash; and
  - f) Outstanding balances, finance charges, annual fees, late charges, reversals, fraudulent retail transactions, cancelled transactions, other fees and charges.

### **Campaign Fulfilment**

8. The twenty top spenders (“Winners”) will be chosen monthly based on their overall Cumulative Spending in each Birthday Month as shown in Table 1 above during the Spending Period and they will be entitled to receive RM200 Cash Back (“Cash Back”);
9. Winners will be contacted by their respective Premier Relationship Managers to inform them about the Cash Back.
10. The Cash Back will be credited into each of the Winners’ OCBC Credit Card account in the same month of their birthday and will be reflected in Winners’ next statement.
11. All Cash Back are not exchangeable for cash or kind whether in part or in full;
12. OCBC Bank’s decisions shall be final, conclusive and binding on all parties.

### **Liability & Responsibility**

13. OCBC Bank shall not be responsible for any failure or delay in the transmission of evidence of any retail spending by Visa International Incorporated, MasterCard International Incorporated, merchant establishments, postal or telecommunication authorities or any other party which may result in any Eligible Customer(s) being omitted from the selection process for this Campaign.

### **General Terms & Conditions**

14. The Eligible Customer’s information will be processed by OCBC Bank for purposes of determining eligibility to be given the Cash Back. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to OCBC Bank processing the Eligible Customer’s information for purposes of the Campaign.
15. OCBC Bank’s decision on all matters relating to the Campaign shall be final, conclusive and binding on all parties. OCBC Bank shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorised human intervention, electronic or human error in administration and processing. 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.

16. OCBC Bank shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Campaign. Furthermore, OCBC Bank shall not be liable for any default or delay in respect of the Campaign due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of OCBC Bank.
17. These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
18. By participating in this Campaign, the customers agree to be bound by these Terms & Conditions and, to the fullest extent permitted by law, consent to and authorise OCBC Bank to disclose their particulars to the third party service providers engaged by OCBC Bank for the purposes of the Campaign (if any). OCBC Bank warrants that the disclosure of such particulars to any third party service providers will be limited to the Customer's name, email address and telephone number and will be used only in relation to and for the purposes of the Campaign.
19. OCBC Bank reserves the right to vary or add to these Terms and Conditions or to suspend or terminate this Campaign with prior notice. Notice of such variation of the Terms and Conditions or suspension or termination of the Campaign is deemed given by posting a general notice in any OCBC Bank branch or its websites respectively and the notice 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. Eligible Customers shall not be entitled to claim for any compensation against OCBC Bank for any and all loss and damage howsoever suffered or incurred by the Eligible Customer, 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 these Terms & Conditions.
20. OCBC Bank shall not be liable for any misinterpretation of any facts, news, reports, audios or visuals in respect of the Campaign published in any mass media, marketing or advertising materials.
21. These Terms & Conditions shall be governed by the laws of Malaysia, and all Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of Malaysia.