# Terms & Conditions – "Online Banking Balance Transfer, Call for Cash and Easy Payment Plan" Campaign

### THE CAMPAIGN

1. The OCBC Online Banking Balance Transfer, Call for Cash and Easy Payment Plan Campaign ("Campaign") is organised by OCBC Bank (Malaysia) Berhad's ("OCBC") subject to these terms and conditions. The Campaign will run from 05 November 2014 till 31 December 2014, both dates inclusive ("Campaign Period").

### **ELIGIBILITY**

- 2. Participation in the campaign is strictly for those that hold a principal OCBC Credit Card and apply for any of the loan facilities listed in Clause 3 below via online banking and meet the minimum approved loan or transaction amount as listed in clause 3 below except the following who shall not be eligible and are disqualified from participation in this Campaign:
  - a) OCBC Bank customers who are 18 years old or younger;
  - b) OCBC Bank customers whose accounts with OCBC Bank shall have been suspended or terminated; and
  - c) OCBC Bank customers who shall have breached any agreement with OCBC Bank

(A person who meets and fulfils all the above requirements shall be referred to as an "Eligible Customer").

## **CAMPAIGN MECHANICS**

3. To participate in the Campaign, an Eligible Customer shall, within the Campaign Period, apply for either one of the loan facilities listed below via online banking, meet the minimum approved loan or transaction amount ("Minimum Approved Ticket") and maintain the product for a minimum of 3 months from the facility approval date.

Facilities	Tenor	Minimum Approved Loan/Transaction Size
Balance Transfer (BT)	12 months	RM5,000
Call for Cash (CFC)	12 months	RM8,000
	24 months	RM8,000
	36 months	RM8,000
Easy Payment Plan (EPP)	5 months	RM3,000
	10 months	RM3,000
	20 months	RM3,000

Subject always to the Balance Transfer, Call for Cash and Easy Payment Plan having been approved ("Approved Products") by OCBC Bank at its absolute discretion and availability of the Rebate fund (defined below), an Eligible Customer who shall satisfy all the requirements in this clause and the Approved Products are duly captured by and reflected in OCBC Bank's

systems and records, shall be eligible to receive a one-time rebate as stated in Clause 5 below ("Rebate") on a first come, first approved basis ("Winner").

4. OCBC Bank allocates a maximum of RM86,500 only ("Rebate Fund") to be given away as rebates in the Campaign based on the following allocation by loan facility tiers.

Facilities	Rebate Fund Cap
Call for Cash (CFC)	RM60,000
Balance Transfer (BT)	RM16,500
Easy Payment Plan (EPP)	RM10,000

Upon exhaustion of the Rebate Fund by respective facility tiers, no Rebate will be given, notwithstanding anything to the contrary.

5. The maximum amount of Rebate given to each customer will be 1% of the approved loan amount for the Call for Cash facility, RM50 rebate for an approved Balance Transfer facility and RM10 rebate for an approved Easy Payment Plan facility, subject to maximum Rebate Fund as defined in Clause 4 above and summarized in table below. Rebate will be given on first come first served basis, subject to availability of the rebate fund as defined in Clause 4.

Product	Cash Rebate	Rebate Fund Cap
Call for Cash (CFC)	1% of approved	RM60,000
	amount	
Balance Transfer (BT)	RM50 of approved	RM16,500
	amount	
Easy Payment Plan (EPP)	RM10 of approved	RM10,000
	amount	

6. The Rebate will be credited into one of the Winners currently valid account(s) with OCBC Bank as a single payment within 8 – 10 weeks after the Approved Products is maintained for 3 months. Notwithstanding anything herein, the Rebate will be forfeited if the Winner no longer has any active account with OCBC Bank at the time of Rebate crediting.

### **GENERAL TERMS & CONDITIONS**

- 7. The Eligible Customers information will be processed by OCBC Bank for purposes of determining eligibility to be given Rebates. By participating in the Campaign, the Eligible Customers shall be deemed to have agreed to OCBC Bank processing their information for purposes of the Campaign.
- 8. 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, unauthorized 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.
- 9. OCBC Bank reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time with prior notice. For updated versions of these Terms and Conditions, if any please revisit the Terms and Conditions posted at http://www.ocbc.com.my
- 10. 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.
- 11. OCBC Bank may, at its sole discretion, cancel, terminate or suspend the Campaign with Prior notice. For the avoidance of doubt, cancellation, termination or suspension by OCBC Bank of the campaign shall not entitle any customer (eligible or otherwise) to any claim for compensation against OCBC Bank for any and all loss or damage suffered or incurred by the customer as a direct or indirect result of the act of cancellation, termination or suspension.
- 12. All the existing Accounts and Services Main Terms and Conditions, OCBC Card member's Agreement, OCBC Credit Card Terms and Conditions, OCBC Balance Transfer Terms and Conditions, OCBC Call for Cash Terms and Conditions, OCBC Easy Payment Plan Terms and Conditions and Online 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. In no event will OCBC Bank be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Campaign), even if OCBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 15. 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 Malaysia Courts.