

# TERMS & CONDITIONS 1-for-1 Dining Booklet Giveaway

## **PROMOTION PERIOD**

 The "1-for-1 Dining Booklet Giveaway" ("Promotion") is organised by OCBC Bank (Malaysia) Berhad ("OCBC Bank") from 23 March 2015 to 15 June 2015 both dates inclusive ("Promotion Period") subject to these terms and conditions.

### ELIGIBILITY

2. The promotion is opened for participation to:

All customers of OCBC Bank who currently hold valid principal credit cards issued by OCBC Bank ("Cardmembers") are eligible to participate in this Promotion. Cardmembers who have breached any of their agreement(s) with OCBC Bank are not eligible to participate in the Promotion. Cardmembers who are eligible and not disqualified to participate in the Promotion are collectively referred to as the "Eligible Cardmembers", and each an "Eligible Cardmember".

#### PRIZES

- OCBC Bank is giving away One Thousand Five Hundred (1,500) "The Entertainer" books which contain 50 discount vouchers (Prizes) in each individual book to the first One Thousand Five Hundred (1,500) Eligible Cardmembers who meet the Eligible Criteria set out in Clause 9 below (Winners).
- 4. The Entertainer Sdn. Bhd. is a service provider specialising in sourcing buy-one-get-one-free offers with merchants in dining, spa, fitness and hotel stays etc ("Vendor").
- 5. The Prizes are subject to the following conditions:
  - a) Prizes are not exchangeable for cash, credit or kind, in part or in full;
  - b) Prizes are substitutable with other products or services of similar value as determined by the Bank with any prior notice;
  - c) the types of voucher in the Prizes are at discretion of OCBC Bank
  - d) the utilisation of the vouchers is subject to Terms and Conditions by the Vendor, the details of which can be viewed at www.theentertainerme.com/Malaysia/products/print/Entertainer-Malaysia-2015
- 6. The Prizes will be sent to each of the Winners' mailing address as shown in OCBC Bank's records, within six (6) weeks from the end of the Promotion Period.
- 7. OCBC Bank should not be held responsible for:
  - a) any defect or any loss or damage that may be suffered in connection with such Prizes;
  - b) any unsatisfactory service rendered by any third party in connection with the vouchers in the Prizes including the discount merchants.
- 8. Any request / dispute / special arrangement in connection with the vouchers in the Prizes should be made directly by the Winners with the Vendor.



## ELIGIBLE CRITERIA

- 9. An Eligible Cardmember must fulfill the following criteria ("Eligible Criteria") to be entitled for a Prize in the Promotion:
  - a) The Eligible Cardmember must apply for a Balance Transfer or Call For Cash or Easi Payment Plan with a minimum amount of Eight Thousand Ringgit Malaysia (RM8, 000) per application during the Promotion Period;
    - i) For example, a Balance Transfer application with the amount of RM4,000 to Financial Institution A and RM4,000 to Financial Institution B which sum up to RM8,000 is eligible to participate.
    - ii) For example, a Balance Transfer application with the amount of RM4,000 and a Call For Cash application with the amount of RM4,000 which sum up to RM8,000 is not eligible to participate.
    - iii) For example, a Balance Transfer application with the amount of RM8,000 and a Call For Cash application with the amount of RM8,000 is eligible for two (2) prizes.
  - b) the application must be booked via Telemarketing, Contact Centre and Internet Banking channels only.
  - c) the application must be approved by OCBC Bank;
  - d) if the Balance Transfer or Call For Cash or Easi Payment Plan is not approved or the approved amount is lower than RM8,000, the cardmember shall be disqualified from participating in this campaign.
  - e) the campaign is not applicable to any preferential rates offered by OCBC bank.
  - f) the application must be concluded, captured and recorded in OCBC Bank's computer system within the Promotion Period;

(each application fulfilling the Eligible Criteria above and not excluded is referred to as an "Eligible Criteria").

10. The tracking of the Eligible Criteria is based on transaction dates.

## WINNER SELECTION

- 11. The first 1,500 approved applications which met the Eligible Criteria will be entitled for the prize.
- 12. OCBC Bank reserves the rights to renounce any Winner, or to cancel the awarding of any Prize, or to cancel or disqualify the continued participation of any Eligible Cardmember in any of the following circumstances:
  - a) any of the Winner's/Eligible Cardmember's account(s) maintained with OCBC Bank is/are terminated during the Promotion Period;
  - b) the Winner/Eligible Cardmember shall have breached any of his/her agreement(s) with OCBC Bank during the Promotion Period; or
  - c) any Eligible Spend shall be reversed for any reason whatsoever.
- 13. OCBC Bank shall not be responsible in any way whatsoever, in respect of technical failures of any kind, unauthorised human intervention and electronic or human error in the administration and processing of the selection of Eligible Cardmembers.
- 14. OCBC Bank reserves the right to select the Eligible Cardmembers based on their qualification on Eligible Criteria and to substitute any disqualified Eligible Cardmembers.
- 15. OCBC Bank's determination of the selection process shall be final, conclusive and binding. No correspondence or claims will be entertained.



### GENERAL TERMS AND CONDITIONS

- 16. OCBC Bank's decisions on all matters relating to this Promotion 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 Promotion.
- 17. OCBC Bank reserves the right to use any information, names and photographs of the Winners for publishing in any mass media or marketing materials for advertising or publicity purposes.
- 18. OCBC Bank reserves the rights at its absolute discretion to withdraw, cancel, suspend, extend or terminate this Promotion either in whole or in part, or to vary, delete or add to any of the terms and conditions herein at anytime with prior notice.
- 19. OCBC Bank shall not be liable for any misinterpretation or misrepresentation of facts in respect of the Promotion published in any mass media, marketing or advertising materials.
- 20. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions shall prevail.
- 21. The OCBC Cardmember's Agreement shall continue to apply to usage of OCBC Bank credit cards. In the event of any inconsistencies between these terms and conditions and the terms and conditions in the OCBC Cardmember's Agreement, these terms and conditions shall prevail only insofar as they apply to this Promotion.
- 22. These terms and conditions shall be governed by the laws of Malaysia, and all Cardmembers who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.