



中國銀行 马来西亚

BANK OF CHINA (MALAYSIA) BERHAD (511251-V)

Protected by PIDM up to RM250,000 for each depositor

Last updated on 16 December 2019

Terms and Conditions for “Deposit Account Opening Promotion”

1. Promotion Period

- 1.1 Bank of China (Malaysia) Berhad (511251-V) (“**BOCM**”) is organizing “**Deposit Account Opening Promotion**” (“**Promotion**”) from **2 January 2020** to **31 March 2020** (both dates inclusive) or such other date(s) as may be determined by BOCM at its sole discretion from time to time (“**Promotion Period**”).
- 1.2 The Promotion is available at all BOCM branches in Malaysia.

2. Eligibility

- 2.1 This Promotion is open to all new and existing BOCM individual customers aged 18 years and above (including Malaysian and non-Malaysian) and BOCM’s permanent and contractual employees (“Eligible Customer”).
- 2.2 The following shall not be eligible to participate in the Promotion:-
 - a. Eligible Customer whose account(s) are terminated, suspended or cancelled within the Promotion Period;
 - b. All BOCM Non-Individual customers;
 - c. Any accounts held with BOCM that are delinquent or unsatisfactorily conducted as determined by BOCM at its sole and absolute discretion;
 - d. Persons who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
- 2.3 For the avoidance of doubt, only the first named accountholder in the case of joint account (i.e. primary account holder) will be identified as Eligible Customer.
- 2.4 The eligible product under the Promotion is MYR Savings Account (“Participating Account”):

3. Promotion Details

- 3.1 If the Eligible Customer fulfils the criteria as stipulated in Table 1 below, the Eligible Customer will be eligible for one (1) unit of Panda Doll (“Gift”) during the Promotion Period:

Table 1

| Criteria | The Gift |
|---|------------|
| <ul style="list-style-type: none">For New-to-Bank (NTB) customer, open a new Participating Account with initial deposit of RM2,000.00; orFor Existing-to-Bank (ETB) customer, open a new Participating Account with initial deposit of RM5,000.00 or deposit RM5,000.00 into the existing Participating Account in one lump sum. | Panda Doll |

- 3.2 For the avoidance of doubt, NTB customers refer to new customers who do not have any account with BOCM prior to 2 January 2020.
- 3.3 During the Promotion Period, each Eligible Customer is only entitled to a maximum of one (1) unit of Gift notwithstanding that the Eligible Customer has fulfilled more than one criteria as stated in Table 1 above.
- 3.4 The Gift is subject to the stock availability and on first-come-first-serve basis, where total 1,950 unit of Gift are allocated for this Promotion.
- 3.5 The Promotion is only applicable for deposit of Fresh Funds. For the purpose of this Promotion, "Fresh Funds" means monies or funds howsoever transferred, credited, or paid into the Participating Account from other bank(s) and / or financial institutions by way of (i) cash, (ii) interbank GIRO transfers (iii) telegraphic transfer (iv) DuitNow (v) bank draft (vi) collection and payment of cheques drawn on such other bank(s). Transfers of funds from other branches of BOCM or from any existing account with BOCM are not considered as Fresh Funds.

4. The Gift

- 4.1 BOCM reserves the right at its sole discretion to substitute the Gift, with that of similar value or lower value at any time and/or to increase or decrease the total number of Gift allocated for the Promotion.
- 4.2 BOCM shall not be obligated to replace any damaged, lost, stolen or defective Gift. The Gift is non-transferable, non-negotiable and non-exchangeable for cash, credit or in kind, in part or in full. Any risk of loss or damage to the Gift will be passed to the Eligible Customer upon handing over of the Gift to the Eligible Customer.
- 4.3 BOCM makes no representation or warranties with respect to the Gift, and in particular, makes no warranties with respect to the quality and merchantability of the Gift. Any complaints or disputes concerning the Gift under this Promotion shall not be entertained by BOCM.
- 4.4 BOCM shall not be liable for any defects of or dissatisfaction with the Gift due to defects in materials of the Gift.
- 4.5 BOCM shall not be liable for any injuries, death, consequential loss or damage, of any nature that may howsoever be suffered by the Eligible Customer resulting directly or indirectly from the Promotion and/ or the Gift.
- 4.6 The Gift shown in the advertisements and / or other marketing materials are for illustration purposes only and the actual design may differ.

5. General Terms and Conditions

- 5.1 By participating in this Promotion, the Eligible Customer is deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein and/ or any other relevant terms and conditions governing the deposit account ("the Other Terms and Conditions") which can be obtained at any BOCM branches.
- 5.2 BOCM reserves the right to change, amend, alter, modify or delete the Terms and Conditions herein, wholly or in part, at its absolute discretion, at any time or from time to time and such changes shall be notified to the Eligible Customer with prior notice of twenty-one (21) calendar days via BOCM's website at www.bankofchina.com.my or any other mode of communication as may be determined by BOCM from time to time.

- 5.3 BOCM reserves the right at its absolute discretion to cancel, withdraw, terminate, extend or suspend this Promotion, wholly or in part, at any time with prior notice to the Eligible Customer via BOCM's website or any other mode of communication as may be determined by BOCM from time to time. The Eligible Customer shall not be entitled to make any compensation against BOCM for any and all losses or damages suffered or incurred by the Eligible Customer as a result of or arising from such cancellation, withdrawal, termination, extension or suspension of the Promotion by BOCM.
- 5.4 BOCM reserves the right to disqualify any Eligible Customer for any reason whatsoever as BOCM may in its absolute discretion deem fit to participate in the Promotion without assigning any reason thereof.
- 5.5 BOCM shall not be responsible nor shall accept any liabilities whatsoever (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, punitive, consequential, exemplary, or special damages or proceedings brought by any party including third parties) and howsoever arising or suffered by the Eligible Customer or whatsoever, resulting directly or indirectly from the Promotion.
- 5.6 All decisions made by BOCM in respect of the Promotion shall be final, conclusive and binding on the Eligible Customer. No appeals and/or correspondences from the Eligible Customer shall be entertained.
- 5.7 By participating in this Promotion, the Eligible Customer consents to BOCM to disclose and/or to publish his/her personal data and photographs in any mass media or marketing materials for advertising or publicity purposes in any manner for this Promotion.
- 5.8 This Promotion and the Terms and Conditions herein shall be governed by the laws of Malaysia and the Eligible Customer agrees to submit to the jurisdiction of the Courts of Malaysia.