#### TERMS AND CONDITIONS FOR BANK MORE, WIN MORE

#### **CAMPAIGN PERIOD ELIGIBILITY**

- 1. The "Bank More, Win More" ("Campaign") is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V) ["BOCM / Bank"].
- 2. This Campaign will commence from 22 May 2023 to 10 September 2023 (both dates are inclusive) ("Campaign Period").
- 3. Subject to Clause 4 below, this Campaign is open to all new and existing BOCM Mobile Banking app ("MBK") users, Internet Banking ("IBK") users, Debit Card cardholder (Mastercard and UnionPay/MyDebit), including joint accountholder ("Eligible Customer").
- 4. The following individuals shall not be eligible to participate in the Campaign: -
  - a. All dedicated BOCM staff that is involved in organizing, promoting and/or conducting this Campaign;
  - b. Customers whose accounts with BOCM have been suspended, terminated or closed during the Campaign Period;
  - c. Customers who are in breach of any agreement with BOCM;
  - d. Customers who are or become insane, deceased, adjudicated bankrupt or have legal proceeding of any nature instituted against them.

#### **CAMPAIGN MECHANICS**

#### A. Grand Prize and Monthly Cashback

5. "Eligible Transactions" of this Campaign refer to the transaction(s) provided below and made via Eligible Payment Method provided in Clause 6 below during the Campaign Period:

#### a. Digital Transaction

i. New and existing customer of BOCM who have signed up as Mobile Banking user (New to Mobile Banking) during the Campaign Month and perform any one of the eligible transactions in the same month shall be entitled to earn the number of entries as provided in Table 1 below:

Table 1:

| Eligible Transaction                                 | Entries Earned |
|--|----------------|
| Sign up as Mobile Banking user and perform any of    |                |
| the eligible transactions as provided in Table 2 and | 20             |
| Table 3 below  |                |

Note: Entitlement of entries for each New to Bank eligible customer is only once.

ii. New and existing MBK and/or IBK user who have performed a minimum of RM100 in a single Eligible Transaction via Mobile Banking app and/or Internet Banking as provided in Table 2 below shall be entitled to earn the following number of entries:

Table 2:

|  | Entries Earned per |
|--|--------------------|
| Eligible Transaction                             | Eligible           |
|  | Transaction        |
| A minimum of RM100 in a single transaction via   |                    |
| JomPAY, FPX, DuitNow Transfer (to account number | 5                  |
| and/or DuitNow ID)                               |                    |

Note: In the event of multiple Beneficiary name/DuitNow ID appeared in the Bank's system throughout the Campaign Period, the first ten (10) successful transactions to 10 different Beneficiaries will be qualified as Eligible Transaction. Repeated Beneficiary name/DuitNow ID will be counted as one (1) Eligible Transaction.

iii. New and existing MBK user who spend a minimum of RM10 in a single transaction via DuitNow QR/UnionPay QR (payment to any DuitNow/UnionPay merchants) shall be entitled to earn the number of entries as provided in Table 3 below:

Table 3

| Eligible Transaction                          | Entries Earned per transaction |
|---|--------------------------------|
| A minimum of RM10 in a single transaction via | 5                              |
| DuitNow QR/UnionPay QR                        | 5                              |

iv. Student Card Program customer who top up his/her BOCM account with a minimum of RM20 in a single transaction via DuitNow Transfer (from other Banks to BOCM) shall be entitled to earn the number of entries as provided in Table 4 below:

Table 4

| Eligible Transaction                         | Entries Earned per transaction |
|--|--------------------------------|
| Top up a minimum of RM20 in BOCM account via | 2                              |
| DuitNow Transfer                             | 2                              |

# b. Bonus Eligible Transaction

i. Existing Mobile Banking app user (i.e. customers who have signed up as the Mobile Banking app users before Campaign Period) and yet to perform any eligible transaction for the past 3 months (from the start of Campaign Period) and perform any of the eligible transaction under Digital Transaction above shall be entitled to earn the number of entries as provided in Table 5 below:

Table 5

| Eligible Transaction                               | Entries Earned per transaction |  |
|--|--------------------------------|--|
| Perform any eligible transaction as provided under | 30                             |  |
| Table 2 and 3 above                                | 30                             |  |

Note: Entitlement of entries for each eligible customer is only once.

#### c. Debit Card Transaction

i. New and existing debit card cardholder who spend a minimum of RM100 (or equivalent) in a single transaction on local and/or overseas transaction (POS terminal and/or E-Commerce) via his/her debit card shall be entitled to earn the number of entries as provided in the Table 6 below:

Table 6:

| Eligible Transaction | Entry(ies) Earned per Debit Card Transaction |
|----------------------|--|
| Overseas Spend       | 10   |
| Local Spend          | 1  |

Note: E-Commerce transaction includes E-Wallet top up and online retail purchase.

For the avoidance of doubt, the following transactions are expressly excluded and shall not be treated as an Eligible Transaction(s):

- a. Transaction(s) made on Prepaid Card;
- b. Transaction(s) for payments made towards mail order and/or telephone order (MOTO);
- c. Transaction(s) which are not posted, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.
- d. Transaction(s) that are performed on petrol and/or at Automated Teller Machine (ATM).
- 6. "Eligible Payment Method" of this Campaign are as below:
  - a. BOCM Mobile Banking app (MBK)
  - b. BOCM Internet Banking (IBK)
  - c. BOCM Great Wall International Debit Card (Mastercard and UnionPay/MyDebit)
  - d. BOCM Wealth Management Debit Card (UnionPay/MyDebit)

- 7. All transactions made by the Eligible Customer will automatically be tracked by BOCM for the purpose of selecting Eligible Transactions, and BOCM reserves the right to determine if the transactions made by the Eligible Customer fulfil the Eligible Transaction criteria. The tracking is based on the transaction dates and/or time (Malaysia Time) as captured by BOCM's transaction records during the Campaign Period.
- 8. Below is the illustration for eligible entry. In the below scenario, the Eligible Customer, Mr A (New MBK User and School Program Customer), Mr B (Existing MBK User), Mr C (Existing MBK User but did not perform any eligible transaction for the past 6 months) and Mr D (Beneficiary) transaction record during the Campaign Period:-

| No.   | Payer     | Scenario                        | Justification          | Entry  |
|---|-----------|---------------------------------|------------------------|--------|
|   |           |                                 |                        | Count  |
| Refer   | ence to C | lause 5: a. Digital Transaction | (Table 1)              |        |
| 1   | Mr A      | a) Sign up as MBK User          | First time sign up to  | +20    |
|   |           | during the Campaign             | MBK.                   |        |
|   |           | Month 1;                        | Performed a JomPay     |        |
|   |           | b) Perform an eligible          | Transaction.           |        |
|   |           | transaction in the same         |                        |        |
|   |           | month                           |                        |        |
| 2   | Mr B      | a) Existing MBK User;           | Not first time sign up | +5     |
|   |           | b) Perform an eligible          | as MBK User.           |        |
|   |           | transaction during the          | • Performed a          |        |
|   |           | Campaign Month                  | minimum of RM 100      |        |
|   |           |                                 | via DuitNow Transfer   |        |
|   |           |                                 | to Mr D.               |        |
| Reference to Clause 5: a. Digital Transaction (Table 2, Table 3, and Table 4) |           |                                 |                        | ble 4) |
| 3   | Mr A      | a) Perform an eligible          | • Performed a          | +5     |
|   |           | transaction to Mr D             | minimum of RM 100      |        |

|  |           |                                 | via DuitNow Transfer          |     |
|--|-----------|---------------------------------|-------------------------------|-----|
|  |           |                                 | to Mr D.                      |     |
| 4  | Mr A      | a) Perform an eligible          | Repeated DuitNow              | 0   |
|  |           | Transaction to Mr D             | Transfer to Mr D              |     |
|  |           |                                 | (Repeated                     |     |
|  |           |                                 | Beneficiary)                  |     |
| 5  | Mr A      | a) Perform an eligible          | <ul><li>Performed a</li></ul> | +5  |
|  |           | transaction to Mr B             | minimum of RM 500             |     |
|  |           |                                 | via DuitNow Transfer          |     |
|  |           |                                 | to Mr B.                      |     |
| 6  | Mr A      | a) Perform an eligible          | <ul><li>Performed a</li></ul> | +5  |
|  |           | transaction at overseas         | minimum spending of           |     |
|  |           | merchant                        | RM 30 via UnionPay            |     |
|  |           |                                 | QR at overseas.               |     |
| 7  | Mr A      | a) Perform an eligible top      | Transferred RM 20             | +2  |
|  |           | up transaction to his           | from other bank               |     |
|  |           | BOCM account                    | account via DuitNow           |     |
|  |           |                                 | Transfer to BOCM              |     |
|  |           |                                 | account (Student              |     |
|  |           |                                 | Card Program).                |     |
| Refer  | ence to C | lause 5: b. Bonus Eligible Tran | saction (Table 5)             |     |
| 8  | Mr C      | a) Existing MBK User but        | <ul><li>Performed a</li></ul> | +30 |
|  |           | did not perform any             | minimum of RM 100             |     |
|  |           | eligible transaction for        | via DuitNow Transfer          |     |
|  |           | the past 6 months;              | to Mr D.                      |     |
|  |           | b) Perform an eligible          |                               |     |
|  |           | transaction during              |                               |     |
|  |           | Campaign Month                  |                               |     |
| Reference to Clause 5: c. Debit Card Transaction (Table 6) |           |                                 |                               |     |
| 9  | Mr A      | ,                               | <ul><li>Performed a</li></ul> | +1  |
|  |           | transaction at local            | minimum of RM 350             |     |
|  |           | merchant                        | via Debit Card at             |     |
|  |           |                                 | local merchant.               |     |

| 10                                 | Mr A | a) Perform an eligible • Performed a      | +1  |
|------------------------------------|------|---|-----|
|                                    |      | transaction at local minimum of RM 100    |     |
|                                    |      | merchant via Debit Card at                |     |
|                                    |      | local merchant.                           |     |
| 11                                 | Mr A | a) Perform an eligible • Performed a      | +10 |
|                                    |      | transaction at overseas minimum of RM 100 |     |
|                                    |      | merchant via Debit Card at                |     |
|                                    |      | overseas merchant.                        |     |
| Total Entries Accumulated for Mr A |      |   | 49  |
| Total Entries Accumulated for Mr B |      |   | 5   |
| Total Entries Accumulated for Mr C |      |   |     |

9. Eligible Customer(s)' entries will be registered automatically and stand a chance to win the Grand Prize and/or Monthly Cashback as below:

### **Grand Prize**

| Grand Prize Winners       | Grand Prize |
|---------------------------|-------------|
| 1 <sup>st</sup> Prize x 1 | RM 3,888    |
| 2 <sup>nd</sup> Prize x 1 | RM 2,888    |
| 3 <sup>rd</sup> Prize x 1 | RM 1,888    |

Note: Minimum qualified entries accumulated as Grand Prize Winner for the entire Campaign Period is 100. No repeat of 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Prize Winner.

- 10. The top three (3) Eligible Customers with the highest number of entries earned during the Campaign Period will be shortlisted for a question and answer session in order to win the Grand Prize ("Shortlisted Eligible Customers").
- 11. The Shortlisted Eligible Customer(s) will be contacted by BOCM's representative with three (3) attempts on best effort basis via phone call at their latest contact number furnished to BOCM as shown in BOCM's record to answer two (2) questions at any time during office hours (9:00am to 6:00pm) on any working days from Monday to Friday.

- 12. Should there be circumstances where the Shortlisted Eligible Customer(s) are not reachable/contactable for any reason whatsoever or answer the questions wrongly, the next-in-line Eligible Customer(s) with the highest entries shall then be selected as Shortlisted Eligible Customer.
- 13. Shortlisted Eligible Customers who have answered the two (2) questions correctly will be the winners of the Grand Prize ("Grand Prize Winners"). The 1<sup>st</sup> Prize, 2<sup>nd</sup> Prize and 3<sup>rd</sup> Prize will be determined based on the number of entries earned by the Grand Prize Winners. Grand Prize Winners with the highest number of entries will be the 1<sup>st</sup> Prize Winner, and followed by 2<sup>nd</sup> Prize and 3<sup>rd</sup> Prize.

#### **Monthly Cashback**

| Monthly Cashback       | Campaign Month                     | Monthly  |
|------------------------|------------------------------------|----------|
| Winners                |                                    | Cashback |
| Monthly Cashback x 100 | 22 May 2023 – 19 June 2023         | RM 88    |
| Monthly Cashback x 100 | 20 June 2023 – 17 July 2023        | RM 88    |
| Monthly Cashback x 100 | 18 July 2023 – 14 August 2023      | RM 88    |
| Monthly Cashback x 100 | 15 August 2023 – 10 September 2023 | RM 88    |

Note: Minimum qualified entries accumulated as Monthly Cashback Winner for the entire Campaign Period is 50. No repeat of Monthly Prize Winner.

- 14. The top hundred (100) Eligible Customers with the highest number of entries earned during each Campaign Month will be selected as the Monthly Cashback Winner.
- 15. In the event the Monthly Cashback allocated for one particular Campaign Month has not been fully given out, the unutilized Monthly Cashback will not be carried forward to the subsequent Campaign Month. Eligible Customers will not be entitled for Monthly Cashback once it has been taken up for that Campaign Month.

- 16. Each Eligible Customer is only eligible to win one (1) Monthly Cashback and/or one (1) Grand Prize throughout the Campaign Period. Monthly Cashback Winners and Grand Prize Winners are collectively known as "the Winners".
- 17. In the event there is a tie on total number of entries earned in this Campaign, the total accumulated highest transaction amount in Ringgit Malaysia (MYR) will take precedence.
- 18. For the avoidance of doubt, cross border transaction in foreign currency shall be converted to Ringgit Malaysia based on BOCM's prevailing foreign exchange rate for the purpose of tabulating the eligibility requirement.
- 19. Eligible Customer(s)' transactions will be recorded by the Bank's system based on Eligible Transactions and no enrolment is required.

## **GENERAL TERMS AND CONDITIONS**

- 20. Monthly Cashback and Grand Prize will be credited to the Winner(s)' BOCM account within 45 working days after the end of the Campaign Period ("Imbursement Period"). In the event the Winner(s) do not receive the Monthly Cashback / Grand Prize during the Imbursement Period, the Winners shall inform BOCM the same within fifteen (15) working days from the Imbursement Period, failing which the Winner(s) are deemed to have received the Monthly Cashback and/or Grand Prize and any request for the reimbursement of the Monthly Cashback and/or Grand Prize shall not be entertained by BOCM.
- 21. The Winner(s)' BOCM account must be valid and active (not closed or dormant or terminated) during the Campaign Period and Imbursement Period in order to be eligible for the Monthly Cashback and/or the Grand Prize. If the Winner(s) close his/her BOCM account during the Campaign Period or Imbursement Period for any reason whatsoever, his/her participation in the Campaign shall become null and void with immediate effect and shall not be entitled for the Monthly Cashback / Grand Prize.

- 22. To the fullest extent permitted by law, BOCM is excluded of any responsibilities or liabilities arising from any postponement, cancellation, delay or changes to the Prizes and Cashback details or any other unforeseen circumstances beyond BOCM's reasonable control and for any act or default by any third party suppliers or vendors (if any).
- 23. By participating in this Campaign, the Eligible Customers give their consent to BOCM to publish and use their names, and images submitted by the Eligible Customers for advertising, marketing, publicity and/or any other purposes, without any prior notice nor compensation to the Eligible Customers. Eligible Customers shall not entitled to claim ownership or other forms of compensation on the materials.
- 24. If this Campaign is unable to proceed as planned due to reasons (and not limited) such as computer virus, hacking, unauthorized intervention, fraud, technical failure, epidemic, pandemic, any acts of government not limited to movement control order or any other reason beyond BOCM's control, BOCM reserves the right, at its sole discretion, to terminate, postpone, modify, or suspend this Campaign.
- 25. By participating in this Campaign, the Eligible Customers are deemed to have read, understood and agreed to be bound by the Term and Conditions stated herein and/or any other relevant terms and conditions, as well as consented to BOCM processing and disclosing his/her personal data in accordance with the BOCM Privacy Notice which can be found at <a href="https://www.bankofchina.com.my">www.bankofchina.com.my</a> ("BOCM's Website") and the Eligible Customers understand that BOCM may modify or update the Privacy Notice from time to time and the participant shall visit BOCM's Website for the updated version.
- 26. BOCM reserves the rights to change, earned, 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 Customers with prior notice of seven (7) calendar days via BOCM's Website or any other mode of communication as may be determined by BOCM from time to time.

- 27. BOCM reserves the right as its absolute discretion to cancel, withdraw, terminate, extend or suspend this Campaign due to any circumstances beyond BOCM's control, wholly or in part, at any time with prior notice to the Eligible Customers via BOCM's Website or any other mode of communication as may be determined by BOCM from time to time. The Eligible Customers shall not be entitled to make any claims against BOCM for any and all losses or damages suffered or incurred by the participant(s) as a result of arising from such cancellation, withdrawal, termination, extension or suspension of the Campaign by BOCM.
- 28. If any matters arising from the Campaign are not covered under Terms and Conditions hereunder or otherwise, they shall be determined solely by BOCM at its absolute discretion.
- 29.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 participant(s) or whatsoever, resulting directly or indirectly from the Campaign, including but not limited to any postponement, cancellation, delay or changes to the Cashback details or any other unforeseen circumstances beyond BOCM's reasonable control and for any act or default by any third party suppliers or vendors (if any).
- 30. All decisions made by BOCM in respect of the Campaign shall be final, conclusive and binding on the Eligible Customers and/or Winner(s). No appeals and/or correspondences from the Eligible Customers and/or Winner(s) shall be entertained.
- 31. Unless stated otherwise, if applicable, all transportation cost, internal charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the participants in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefits or prizes from the contest) are at the sole responsibility of the participant(s). BOCM, its affiliates or authorized agents



shall accept no responsibility whatsoever for those costs / charges / fees / expenses.

- 32. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.
- 33. Words denoting one gender shall include all other genders and words denoting the singular include the plural and vice versa.

### **PRIVACY NOTE**

- 34.BOCM will take reasonable precautions to keep the Eligible Customers' /participant's personal data secure, and requires third party processors to do the same. However, BOCM may disclose the Eligible Customers' /participant(s)'s personal data if required by law, search warrant, subpoena or court order.
- 35. For feedback and/or complaint related to this Campaign, Eligible Customers may contact BOCM's Customer Service Centre by calling +603-20595566 or email to callcenter@bankofchina.com.my.