

# Terms and Conditions for "Safe & Save Deposit Promotion – FD Special Rate"

#### 1. Promotion Period

- 1.1 Bank of China (Malaysia) Berhad (511251-V) ("BOCM") is organizing "Safe & Save Deposit Promotion – FD Special Rate" ("Promotion") from 2 July 2021 to 30 September 2021 (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. The customer must enrol for e-Statement for Fixed Deposit Account or Current Account ("e-Statement Service") including Foreign Currency account (if applicable) except for customer with age of 55 and above ("Senior Citizen") who has the option not to enrol for the e-Statement Service. For the avoidance of doubt, Senior Citizen who has not enrol or choose not to enrol for the e-Statement Service shall still be eligible to participate this Promotion. ("*Eligible Customer*").
- 2.2 The following shall not be eligible to participate 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.

## 3. Promotion Details

- 3.1 This Promotion applies to MYR and CNY Fixed Deposit ("*FD*") which are deposited with the Bank using Fresh Funds (as defined herein).
- 3.2 The Eligible Products under the Promotion are as follows:

Eligible Product			
Malays	sia Ringgit (MYR) Fixed Deposit – " <i>MYR FD</i> "		
Chine	ese Yuan (CNY) Fixed Deposit – " <b>CNY FD</b> "		

3.3 During the Promotion Period, the Eligible Customers shall be entitled to the following Promotional Interest Rate (*"Promotional Rate"*) set out in <u>Table 1</u> and <u>Table 2</u> for FD placements made using Fresh Funds.

Eligible	Tenure	Promotional	Minimum
Product		Interest Rate	Placement Amount
MYR FD	12 Months	2.25% p.a.	RM20,000

#### Table 2 – CNY FD

Eligible Product	Tenure	Promotional Interest Rate	Minimum Placement Amount
	3 Months	1.90% p.a.	
CNY FD	6 Months	2.10% p.a.	CNY20,000
	12 Months	2.10% p.a.	

- 3.4 The Promotional Rate is subject to any change in the Overnight Policy Rate ("OPR"). In the event there is a change to the OPR, the Promotional Rate will be revised accordingly with prior notice to the Eligible Customer and the revised Promotional Rate shall only be applicable to FD placed on or after the effective date of the revision of the OPR.
- 3.5 The FD interest earned will be credited into the Eligible Customer's MYR Savings Account, MYR Current Account or CNY Current Account maintained with BOCM ("*Nominated Account*") upon maturity of the FD. The Eligible Customer is required to nominate his/her Nominated Account for the purpose of crediting the FD interest earned under this Promotion. If the Eligible Customer does not have a Nominated Account with BOCM, he/she is required to open a Nominated Account in order to participate in this Promotion.
- 3.6 Upon maturity of the FD tenure under this Promotion, the principal FD amount will be automatically renewed for a further identical period, which is 3, 6 or 12-month, at the prevailing board rate at the time the FD is renewed.
- 3.7 Partial withdrawal of the FD placement is not allowed.
- 3.8 No interest will be payable to the Eligible Customer in the event the Eligible Customers uplift the FD before maturity.
- 3.9 The Promotion is applicable to Fresh Funds only. "Fresh Funds" means monies or funds howsoever transferred, credited, or paid into the FD Account or Nominated 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. General Terms and Conditions

- 4.1 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 FD and/or Deposit Account ("the Other Terms and Conditions") which can be obtained at any BOCM branches or BOCM's website at www.bankofchina.com.my.
- 4.2 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 (other than the revision of Promotional Rate referred to in Clause 3.4 above) 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.
- 4.3 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 at <u>www.bankofchina.com.my</u> or any other mode of communication as may be determined by BOCM from time to time. The Eligible Customer shall not be entitled to claim any compensation from 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.
- 4.4 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.
- 4.5 If any matters arising from the Promotion are not covered under the Terms and Conditions hereunder or otherwise, they shall be determined solely by BOCM at its absolute discretion.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 In the event of any inconsistencies between the Terms and Conditions and the Other Terms and Conditions, the Terms and Conditions herein shall prevail.
- 4.10 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.