

TERMS AND CONDITIONS

Organizer & Qualifications

1. The “Shop and Win the Prize worth from RM 88 up to RM 2,888 with BOCM MasterCard or UnionPay Debit Card (“BOCM Debit Cards”) for grocery purchases (“Campaign”) is organized by Bank of China (Malaysia) Berhad (“BOCM”).
2. This Campaign is open to all new and existing BOCM Debit Card Cardholder(s) (“Participant(s)”) during the Campaign Period.
3. **The following shall not be eligible to participate for the Campaign:-**
 - a. All permanent and/or contract employees of BOCM or China Bridge (Malaysia) Sdn Bhd including their immediate family members (children, parents, siblings, spouse) and any other persons involved in organizing, promoting and/or conducting this Campaign and their family members;
 - b. Participant(s) whose accounts with BOCM have been suspended, terminated or; closed during the Campaign Period;
 - c. Participant(s) who are in breach of any other agreement with BOCM;
 - d. Participant(s) who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

Campaign Period & Entry Criteria

1. This Campaign will commence from 15th November 2020 until 14st February 2021 or such other date as may be determined by BOCM at its sole discretion from time to time (“Campaign Period”).
2. Any entries received beyond the Campaign Period will be rejected and deemed invalid.
3. BOCM reserves the right to amend or extend the Campaign Period at its sole and absolute discretion by giving 14 days prior notice to the Participant(s).
4. This campaign is only applied on grocery purchase.
5. Participant(s) who spend a minimum of RM 50 or above in a single receipt at any local or overseas Grocery Stores or Supermarket (MCC 5411) using BOCM Debit Cards as the mode of payment (“Eligible Transaction”) within the Campaign Period will be entitled as a valid entry to participate the Campaign.
6. MCC 5411 shall include Department Stores and Supermarket except Convenience Stores (MCC 5499).
7. All transactions made by the Participant(s) will automatically be tracked by BOCM for the purpose of selecting Eligible Transactions. The tracking of transactions are based on the transaction dates and/or time (Malaysia Time) as captured by BOCM’s transaction records during the Campaign Period.
8. For avoidance of doubts, the following transactions are expressly excluded and shall not be treated as an Eligible Transaction(s):
 - ❖ Transaction(s) made on Prepaid Card, E-wallet, and Online Application
 - ❖ Transaction(s) for payments made towards mail order & telephone order (MOTO)

- ❖ Transaction(s) which are not posted, void, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.

Main Prize Contest Period:

- ❖ 15 November 2020 – 14 February 2021

Monthly Prize Contest Period:

- ❖ 1st Month Period: 15 November 2020 – 14 December 2020
- ❖ 2nd Month Period: 15 December 2020 – 14 January 2021
- ❖ 3rd Month Period: 15 January 2021 – 14 February 2021

Winner's Selection

1. Winner(s) will be selected based on the following:
 - ❖ For Monthly Prizes: At the end of every Month Period, 88 Participant(s) with the highest eligible entries will be selected as the winners for that particular Monthly Period.
 - ❖ For Main Prizes: Winner(s) will be selected after the end of the Campaign Period. 9 Participant(s) with the highest eligible entries (subject to the accumulation of at least 5 entries per month) during the Campaign Period will be selected as the winners for the Main Prizes.
 - ❖ If there is a tie in the number of entries, Participant(s) who performed the higher Eligible Transactions value will be entitled as the winner.
2. Winner(s) will be notified via Short Message Service ("SMS") based on their mobile number maintained with BOCM's system, at the end of every Month Period or Campaign Period, whichever is applicable.
3. For the avoidance of any doubts, only entry submitted within the particular Monthly Period will be eligible to be in the running for Monthly Prizes for that particular Month Period. For example, the first 88 Participant(s) with the highest eligible entries dated within 15 November 2020 till 14 December 2020 will be recorded as the winners for the 1st Month Period.
4. All decisions made by BOCM in relation to this Campaign, including but not limited to, shortlisting, winner selection, prizes and forfeiture of prizes are final. Any correspondence or appeal will not be entertained. The selection of the winner(s) is subject to the entry eligibility and criteria specified and determined at BOCM's sole discretion.

Prizes & Redemption

1. The breakdown of the prizes and number of winners for the Campaign is appended in the table below:-

Main Prizes (For whole campaign)		
1 st Prize – RM 2,888	3 winners	• 15 Nov 2020 – 14 Feb 2021
2 nd Prize – RM 1,888	3 winners	
3 rd Prize – RM 888	3 winners	
Monthly Prizes (For 3 months)		
Monthly Prizes – RM 88 (88 winners per month for 3 months)	264 winners	<ul style="list-style-type: none"> • 15 Nov 2020 – 14 Dec 2020 • 15 Dec 2020 – 14 Jan 2021 • 15 Jan 2021 – 14 Feb 2021
Total	273 winners	

2. A total of two hundred seventy three (273) Prizes to be won.
3. The Prizes does not include any taxes.
4. For the avoidance of doubt, international transactions 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.
5. Participant(s) will only be entitled to win a maximum of one (1) Monthly Prize and/or one (1) Main Prize throughout the Campaign Period. For the avoidance of doubt, Participant(s) who won the Monthly Prize for a particular Month Period will not be entitled to win the Monthly Prize for the other Month Period but they will still be entitled to win the Grand Prize.
6. All Prizes are non-transferable.
7. BOCM will credit the cash prize(s) to the respective winners' account maintained with BOCM within 45 days after the end of the respective Monthly Period and Campaign Period for Monthly Prizes and Main Prizes respectively.
8. All decisions made by BOCM in connection with the Campaign including but not limited to the selection of the winner(s) and the prizes are final, conclusive and binding. Any correspondence, inquiries, appeal or objection from the Participant(s) shall not be entertained.

General Terms and Conditions

1. By participating in this Campaign, the Participant(s) give their consent to BOCM to publish and use their names, and images submitted by the Participant(s)/ Winner(s) for advertising, marketing, publicity and/ or any other purposes, without any prior notice nor compensation to the Participant(s)/ Winner(s). Participant(s)/ Winner(s) shall not be entitled to claim ownership or other forms of compensation on the materials.

2. If this Contest is unable to proceed as planned due to reasons (and not limited) such as computer virus, hacking, unauthorized intervention, fraud, technical failure, 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.
3. BOCM at its sole discretion may remove and/ or disqualify any Participant(s) and/ or entries if found or suspected of cheating/ hacking/ tampering the operation of this Campaign or in violation of any of these Terms and Conditions.
4. By participating in this Campaign, the Participant(s) 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.
5. BOCM reserves the rights 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 Participant 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.
6. BOCM reserves the rights at 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 Participant(s) via BOCM's website or any other mode of communication as may be determined by BOCM from time to time. The Participant(s) 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 or arising from such cancellation, withdrawal, termination, extension or suspension of the Campaign by BOCM.
7. 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.
8. 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.
9. All decisions made by BOCM in respect of the Campaign shall be final, conclusive and binding on the Participant(s). No appeals and/ or correspondences from the Participant(s) shall be entertained.
10. Unless stated otherwise, all transportation cost, internal charges, personal costs and/ or any other costs, fees and/ or any kind of expenses incurred by the Participant(s) in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefit or Prizes from the Contest) are at the sole responsibility of the Participating(s)/ Winner(s). BOCM, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs/ charges/ fees/ expenses.
11. These Terms & Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

Privacy Notice

1. BOCM will take reasonable precautions to keep Participant's personal data secure, and requires third party processors to do the same. However, BOCM may disclose the Participant(s)'s personal data if required by law, search warrant, subpoena or court order.
2. By participating in the Contest, the Participant(s) give their consents and authorize BOCM to use third party services to process the Participant(s)'s personal data for the purpose of this Campaign.
3. The Participant(s) hereby declares that he/ she understand that the Privacy Notice may be modified or updated by BOCM from time to time and the Participant(s) shall visit BOCM's website at www.bankofchina.com.my for the updated version.
4. By participating in this Campaign, the Participant(s) is deemed to have read, understood and agreed to be bound by the 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 www.bankofchina.com.my and the Participant(s) understand that BOCM may modify or update the Privacy Notice from time to time and the Customer shall visit BOCM's website for the updated version.
5. For feedback and / or complaint related to this Campaign, the Eligible Participants(s) may contact BOCM's Customer Service Centre bearing the following telephone and email address: *Tel: +603-20595566/ Email: service.my@bankofchina.com.*