# TERMS AND CONDITIONS "WIN MOOOOORE PROSPERITY WITH BOCM" CAMPAIGN

### **CAMPAIGN EIGIBILITY**

- 1. Win Mooooore Prosperity with BOCM ("Campaign") is organized by Bank of China (Malaysia) Berhad (Registration No. 200001008645 (511235-V)) ("BOCM").
- 2. This Campaign is open to new and existing BOCM BOCnet Internet and/or Mobile Banking App user (both residents and non-residents) of the Personal Banking segment ("Participant(s)").
- 3. The following individuals/entities shall not be eligible to participate in 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);
  - b. Representatives and/or agents involved in organizing, promoting and/or conducting this Campaign and their immediate family members (children, parents, siblings, spouse);
  - c. Participant(s) whose accounts with BOCM have been suspended, terminated or closed during the Campaign Period;
  - d. Participant(s) who are in breach of any other agreement with BOCM;
  - e. Participant(s) who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

### CAMPAIGN PERIOD AND MECHANIC

- 4. This Campaign will commence from 25<sup>th</sup> January 2021 until 31<sup>st</sup> March 2021 or such other date as may be determined by BOCM at its sole discretion from time to time ("Campaign Period").
- 5. BOCM reserve 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).
- 6. During the Campaign Period and subject to the Terms and Conditions set out herein, any Participant(s) who has performed any of the Eligible Transaction as stated in Clause 7 via BOCM BOCnet Internet and/or Mobile Banking app would be automatically deemed to be participating in this Campaign.
- 7. Participant(s) have to meet the following requirements to be eligible to win Campaign Prize(s). Table 1 below illustrate the action or transactions to win or gain entries during the Campaign Period:-



### Monthly Prize (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)

Participant(s) who performs the eligible transactions as tabulated in Table 1 ("Eligible Transaction") with the highest accumulated entries during the respective Campaign Month will be eligible to win the Monthly Prize as detailed in Clause 8.

Table 1:			
Eligiblity	Contest Entry Gained		
Sign Up BOCnet Internet Banking	50 entries for 1 time		
Sign Up Mobile Banking app	(maximum 150 entries)		
Perform DuitNow ID Registration with BOCM			
Eligible Transaction: Transact a minimum of			
RM50			
DuitNow	5 entries		
To Proxy ID and/or Account Number*			
(*Transfer to Other Banks other than BOCM)			
JomPAY Bill Payment	1 entry		
Interbank GIRO (IBG)	1 entry		

Campaign Month is defined as below:

Campaign Month	Dates (Inclusive of Both Dates)
Month 1	25 January – 28 February 2021
Month 2	1 March – 31 March 2021

For the avoidance of doubt, no repeated winner on the same Campaign Prizes. One winner can only win one Monthly Prize either 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Prize throughout the Campaign Period. For the avoidance of doubt, winner who won either 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Prize in Month 1 will not be eligible to win any prizes in Month 2.

### CAMPAIGN PRIZES AND WINNERS SELECTION

8. Participant(s) who meet the qualifying requirements as stated in Clause 7 will be eligible to win the following Prize ("Campaign Prize(s)").

Campaign Category	Campaign Prize	Number of Winners
Monthly Prize –	Cashback worth RM5,888	2 winners
1 <sup>st</sup> Prize		
Monthly Prize –	Cashback worth RM3,888	2 winners
2 <sup>nd</sup> Prize		
Monthly Prize –	Cashback worth RM2,888	2 winners
3 <sup>rd</sup> Prize		



## 9. Monthly Prize (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)

- a. Participant(s) who fulfills the qualifying requirements as stated in Clause 7 in the respective Campaign Month will be selected as the winner(s) for that respective Campaign Month.
- b. The tracking of Eligible Transactions is based on the transaction date and time in accordance to Malaysia Time and must appear in BOCM system to be accounted as eligible entries.
- c. In the event of tiebreaker (same number of entries), the Participant(s) with higher total transaction amount within the respective Campaign Month will be selected as the winner based on BOCM system.
- d. The Participant(s) will be contacted by BOCM representative via phone call at their latest contact number furnished to BOCM as shown in BOCM's record to answer question(s) based on the Campaign at any time during office hours (9.00am to 6.00pm) on any working days from Monday to Friday.
- e. Should there be circumstances where the Participant(s) is not reachable/contactable, the next Participant(s) who fulfills the qualifying requirements will be selected as the next Winner(s).
- 10. Campaign Prize(s) will be credited to Winner(s)' BOCM Current/Savings Account that performed the transactions within forty five (45) working days after the Campaign Period ends.
- 11. The Participant(s)'/Winner(s)' BOCM Current/Savings Account must be valid and active (not closed or dormant or terminated) during and after the Campaign Period as determined by BOCM at its discretion, to be eligible for the participation of the Campaign to qualify for the Campaign Prize(s). If during the Campaign Period or Campaign Prize fulfilment, the Participant(s)/Winner(s) closed the BOCM Current/Savings Account for any reason whatsoever, his/her participation in the Campaign becomes null and void with immediate effect.
- 12. BOCM shall not be liable for any losses, damages or transportation cost in the connection with the redemption of the prizes. Any additional costs involved shall be fully borne by the Winner(s).
- 13. BOCM reserves the right to postpone the date of crediting the Prize(s) to the winner(s)' BOCM Current/Savings Account that has been determined to a later date in the event of any unforeseen circumstances.
- 14. BOCM reserves the right to substitute the advertised Prizes with a prize of the same value without prior notice at its sole and absolute discretion. BOCM, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged relating to the Prizes or misuse or substitution of the Prizes, or claims, liabilities, losses or damages arising out of or in connection with this Campaign or substitution of the Prizes.



- 15. 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.
- 16. All decision 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.

#### **GENERAL TERMS AND CONDITIONS**

- By participating in this Campaign, the Participant(s)/Winner(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 purpose, 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. BOCM reserves the right to substitute the Prizes with other prizes of equal value without prior notice.
- 3. If for any reason this Campaign is unable to proceed as planned for (and not limited) such as computer virus, hacking, unauthorized intervention, fraud, technical failure, any acts of government including but not limited to movement control order or any other reason beyond BOCM's control, BOCM reserves the right, in its sole discretion, to terminate, postpone, modify, or suspend this Campaign.
- 4. BOCM at its sole discretion may remove and/or disqualify any Participant(s) and/or entries if found (in the BOCM's discretion) or suspected of cheating/hacking/tampering of the operation of this Campaign or in violation of any of these Terms and Condition.
- 5. 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.
- 6. 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 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.
- 7. BOCM reserves the right at its absolute discretion to cancel, withdraw, terminate, extend or suspend this Campaign, 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 compensation 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.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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 Participant(s)/ Winner(s). BOCM, its affiliates or authorized agents shall accepts no responsibility whatsoever for those costs/charges/ fees/expenses.
- 12. 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 Campaign, the Participant(s) give their consents and authorize BOCM using a third party service including but not limited to any financial institution to process the Participant(s)'s Personal Data for the purpose of this Campaign.
- 3. 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. 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. For feedback and/or complaints related to this Campaign, the Participants(s) may contact BOCM's Customer Service Centre bearing the following telephone and email address: *Tel:* +603-20595566/ Email: service.my@bankofchina.com.