



Terms and Conditions for “Fixed Deposit Promotion”

1. Promotion Period

- 1.1 Bank of China (Malaysia) Berhad (Company Registration No. 200001008645 (511251-V)) (“**BOCM**”)’s “**Fixed Deposit Promotion**” (“**Promotion**”) commences on **21 April 2022** and ends on **31 May 2022** (both dates inclusive) or such other date(s) as may be determined by BOCM at its sole discretion from time to time, whichever comes first (“**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 and Wealth Management banking customers aged 18 years and above (including Malaysian and non-Malaysian) and BOCM’s permanent and contractual employees (“**Customer**”).
- 2.2 The Customer must have a Nominated Account as provided in Clause 3.5 below and must enrol for e-Statement for Fixed Deposit Account or Current Account or Savings Account (“**e-Statement Service**”) including Foreign Currency account (if applicable) except for customer age 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 in this Promotion. (“**Eligible Customer**”).
- 2.3 To be eligible as BOCM Wealth Management banking customer, new and existing BOCM customers shall:
 - a. Complete the Wealth Management Banking application form; and
 - b. Meet a minimum Total Relationship Balance (TRB) of RM250,000; and
 - c. Sign up for BOCM Wealth Management Banking Debit Card.
- 2.4 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. 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 the Eligible Product as provided in Clause 3.2 below which are deposited with BOCM by using Fresh Funds (as defined in Clause 3.9 below).

3.2 The Eligible Products under the Promotion are as follows:

Eligible Product
Malaysia Ringgit (MYR) Fixed Deposit – “ MYR FD ”
Chinese Yuan (CNY) Fixed Deposit – “ CNY FD ”
US Dollar (USD) Fixed Deposit – “ USD FD ”

MYR, CNY and USD Fixed Deposit are collectively referred to as “**FD**”.

3.3 During the Promotion Period, the Eligible Customers shall be entitled to the following Promotional Interest Rate (“**Promotional Rate**”) set out in [Table 1](#), [Table 2](#) and [Table 3](#) for FD placements made at any of BOCM branches in Malaysia by using Fresh Funds.

Table 1 – MYR FD

Customer Type	Eligible Product	Tenure	Promotional Rate	Minimum Placement Amount
Normal Customer	MYR FD	12 Months	2.25% p.a.	RM20,000
Wealth Management Banking customer	MYR FD	12 Months	2.40% p.a.	RM20,000
Normal Customer & Wealth Management Banking customer	MYR FD	18 Months	2.45% p.a.	RM20,000

Table 2 – CNY FD

Customer Type	Eligible Product	Tenure	Promotional Rate	Minimum Placement Amount
Normal Customer & Wealth Management Banking customer	CNY FD	12 Months	2.15% p.a.	CNY10,000

Table 3 – USD FD

Customer Type	Eligible Product	Tenure	Promotional Rate	Minimum Placement Amount
Normal Customer & Wealth Management Banking customer	USD FD	12 Months	1.70% p.a.	USD5,000

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 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, CNY Current Account or USD 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 12 or 18-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 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(s) 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. The Eligible Customer shall not be entitled to claim for 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 as BOCM may in its absolute discretion deem fit to participate in the Promotion.
- 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 In the event of any inconsistencies between the Terms and Conditions and the other terms and conditions, the Terms and Conditions herein shall prevail.
- 4.9 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.
- 4.10 Words denoting one gender shall include all other genders and words denoting the singular include the plural and vice versa