

## TERMS AND CONDITIONS FOR GOLDEN HARVEST 3: HATCH CASH REWARDS

### **CAMPAIGN PERIOD ELIGIBILITY**

1. The “Golden Harvest 3: Hatch Cash Rewards” (“Campaign”) is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V)) [“BOCM / Bank”].
2. This Campaign will commence from 18<sup>th</sup> November 2024 to 16<sup>th</sup> February 2025 (both dates are inclusive) (“Campaign Period”).
3. Subject to Clause 4 below, this Campaign is open to targeted Personal Mobile Banking users whom receives email and/or SMS notification from the Bank (“Eligible Participant”).
4. The following individuals shall not be eligible to participate in the Campaign: -
  - a. Staff of BOCM
  - 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.
5. There is no registration required to participate in the Campaign. Eligible Participant(s) must perform Eligible Transactions (as defined in Clause 6 herein) via BOCM Mobile Banking App in order to participate in the Campaign.

### **CAMPAIGN MECHANICS**

6. “Eligible Transactions” of this Campaign refer to the transaction(s) performed in the manner as provided below during the Campaign Period:
  - a. Get RM5 cash reward when activate BOC Soft Token for existing Mobile Banking user with inactive status and/or yet to activate BOC Soft Token before Campaign Period or

- b. Get RM5 cash reward when you perform accumulated RM100 and above in a month from the Eligible Transaction via Mobile Banking App

Eligible Transaction:

- i) JomPAY
- ii) QR Code Payment to Merchants (UnionPay QR/DuitNow QR)
- iii) DuitNow Transfer (only 1<sup>st</sup> transaction of the month will be eligible)

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

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

7. First 4,000 Eligible Participant who activate BOC Soft Token for the first time during the Campaign Period will be entitled RM5 cash reward (one time only).
8. Eligible Participant who perform an accumulated of RM100 during each Campaign Month as provided below will receive RM5 cash reward (“Cash Reward”). Total Cash Reward is capped at RM15 per Eligible Participant throughout the Campaign Period (three months).

| <b>Campaign Month</b>                                           | <b>Monthly Cash Reward Allocation</b> |
|-----------------------------------------------------------------|---------------------------------------|
| 18 <sup>th</sup> November 2024 – 17 <sup>th</sup> December 2024 | RM 15,000                             |
| 18 <sup>th</sup> December 2024 – 17 <sup>th</sup> January 2025  | RM 15,000                             |
| 18 <sup>th</sup> January 2025 – 16 <sup>th</sup> February 2025  | RM 15,000                             |

In the event the Cash Reward allocated for one particular Campaign Month has not been fully given out, the unutilized Cash Reward will be carried forward to the subsequent Campaign Month. Eligible Participant will not be entitled for Cash Reward once the Monthly Cash Reward Allocation has been taken up for that particular Campaign Month.

9. The Cash Reward will be credited to the Eligible Participant’s BOCM account within forty five (45) working days after the end of the Campaign Period (“Imbursement

Period”). In the event the Eligible Participant(s) do not receive the Cash Reward during the Reimbursement Period, the Eligible Participant shall inform BOCM the same within fifteen (15) working days from the expiry of the Reimbursement Period, failing which the Eligible Participant(s) are deemed to have received the Cash Reward and any request for the reimbursement of the Cash Reward shall not be entertained by BOCM.

## **GENERAL TERMS AND CONDITIONS**

10. All transactions made by the Eligible Participant 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 Participant 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.
11. The Eligible Participant(s)’ BOCM account must be valid and active (not closed or dormant or terminated or stop) during the Campaign Period and Reimbursement Period in order to be eligible for the Cash Reward. If the Eligible Participant(s) close his/her BOCM account during the Campaign Period or Reimbursement 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 Cash Reward.
12. 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 Cash Reward 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).
13. 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.

14. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by the Terms and Conditions Governing Electronic Banking Services and Term and Conditions Governing The Use of BOCM Debit Card, as well as consented to BOCM processing and disclosing his/her personal data for the purposes as provided in BOCM's Privacy Notice which can be found at [www.bankofchina.com.my](http://www.bankofchina.com.my) ("BOCM's Website") and the Eligible Participants 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.
  
15. BOCM reserves the rights to change, amend, alter, modify or delete the Terms and Conditions herein, wholly or in part, at any time or from time to time and such changes shall be notified to the Eligible Participants with prior notice of seven (7) working days via BOCM's Website or any other mode of communication as may be determined by BOCM from time to time.
  
16. BOCM reserves the right 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 Participants via BOCM's Website or any other mode of communication as may be determined by BOCM from time to time. The Eligible Participants shall not be entitled to make any claims against BOCM for any and all losses or damages suffered or incurred by the customer(s) as a result of arising from such cancellation, withdrawal, termination, extension or suspension of the Campaign by BOCM.
  
17. 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.
  
18. 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 customer(s) or whatsoever, resulting directly or indirectly from the Campaign,

including but not limited to any postponement, cancellation, delay or changes to the Cash Reward 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).

19. All decisions made by BOCM in respect of the Campaign shall be final, conclusive and binding on the Eligible Participant(s) shall be entertained.

20. 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 customers in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefits or Cash Reward from the Campaign) are at the sole responsibility of the customer(s). BOCM, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs / charges / fees / expenses.

21. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

22. Words denoting one gender shall include all other genders and words denoting the singular include the plural and vice versa.

### **PRIVACY NOTE**

23. BOCM will take reasonable precautions to keep the Eligible Participants' personal data secure, and requires third party processors to do the same. However, BOCM may disclose the Eligible Participants' personal data if required by law, search warrant, subpoena or court order.

24. For feedback and/or complaint related to this Campaign, Eligible Participants may contact BOCM's Customer Service Centre by calling +603-20595566 or email to [callcenter@bankofchina.com.my](mailto:callcenter@bankofchina.com.my).