

## TERMS AND CONDITIONS FOR NEW WAY OF SPENDING (CASHLESS SCHOOLS INITIATIVE)

### **CAMPAIGN PERIOD ELIGIBILITY**

1. The “New Way of Spending (Cashless Schools Initiative)” (“Campaign”) is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V)) [“BOCM / Bank”].
2. This Campaign will commence from 20<sup>th</sup> August 2024 to 19<sup>th</sup> December 2024 (both dates are inclusive) (“Campaign Period”).
3. Subject to Clause 4 below, this Campaign is open to new and existing BOCM Student Debit Card (UnionPay/MyDebit) cardholder from SJK(C) Pei Yang only (“Eligible Customer”).
4. The following individuals shall not be eligible to participate in the Campaign: -
  - a. Customers whose accounts with BOCM have been suspended, terminated or closed during the Campaign Period;
  - b. Customers who are in breach of any agreement with BOCM;
  - c. Customers who are or become insane, deceased, adjudicated bankrupt or have legal proceeding of any nature instituted against them.

### **CAMPAIGN MECHANICS**

5. “Eligible Transactions” of this Campaign refer to the transaction(s) performed in the manner as provided below during the Campaign Period:
  - a. First time sign up for a BOCM Student Debit Card (UnionPay/MyDebit) with BOCM or
  - b. Perform at least 10 POS (Point-of-Sale) transactions with any amount via BOCM Student Debit Card (UnionPay/MyDebit)

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

- a. Transaction(s) made via BOCM Student Debit Card (Mastercard);
- b. Transaction(s) which are not posted, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.

6. First 1,000 Eligible Customer who sign up for BOCM Student Debit Card (UnionPay/MyDebit) for the first time during the Campaign Period will be entitled RM 8 cash reward (one time only).
7. Eligible Customer who perform a minimum of 10 Eligible Transactions with any amount via BOCM Student Debit Card (UnionPay/MyDebit) during each Campaign Month as provided below will receive RM 5 cashback (“Cashback”). Total Cashback is capped at RM 20 per Eligible Customer throughout the Campaign Period (four months).

<b>Campaign Month</b>	<b>Monthly Cashback Allocation</b>
20 <sup>th</sup> August 2024 – 19 <sup>th</sup> September 2024	RM 5,000
20 <sup>th</sup> September 2024 – 19 <sup>th</sup> October 2024	RM 5,000
20 <sup>th</sup> October 2024 – 19 <sup>th</sup> November 2024	RM 5,000
20 <sup>th</sup> November 2024 – 19 <sup>th</sup> December 2024	RM 5,000

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

8. All transactions made by the Eligible Customer 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 Customer 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.
9. Eligible Customer(s)’ transactions will be recorded by the Bank’s system based on Eligible Transactions and no enrolment is required.

## **GENERAL TERMS AND CONDITIONS**

10. The Cashback will be credited to the Eligible Customer's BOCM account within 45 working days after the end of the Campaign Period ("Imbursement Period"). In the event the Eligible Customer(s) do not receive the Cashback during the Imbursement Period, the Eligible Customer shall inform BOCM the same within fifteen (15) working days from the Imbursement Period, failing which the Eligible Customer (s) are deemed to have received the Cashback and any request for the reimbursement of the Cashback shall not be entertained by BOCM.
  
11. The Eligible Customer(s)' BOCM account must be valid and active (not closed or dormant or terminated) during the Campaign Period and Imbursement Period in order to be eligible for the Cashback. If the Eligible Customer(s) close his/her BOCM account during the Campaign Period or Imbursement 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 Cashback .
  
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 Cashback 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 Customers are deemed to have read, understood and agreed to be bound by the 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 Customers understand that BOCM may modify or update the Privacy Notice from time to time and the participant 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 Customers 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 Customers via BOCM's Website or any other mode of communication as may be determined by BOCM from time to time. The Eligible Customers 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 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 participant(s) or whatsoever, resulting directly or indirectly from the Campaign, including but not limited to any postponement, cancellation, delay or changes to the Cashback 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 Customers. No appeals and/or correspondences from the Eligible Customers 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 participants in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefits or Cashback from the Campaign) are at the sole responsibility of the Eligible 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 Customers' /participant's personal data secure, and requires third party processors to do the same. However, BOCM may disclose the Eligible Customers' /participant(s)'s personal data if required by law, search warrant, subpoena or court order.
24. For feedback and/or complaint related to this Campaign, Eligible Customers may contact BOCM's Customer Service Centre by calling +603-20595566 or email to [callcenter@bankofchina.com.my](mailto:callcenter@bankofchina.com.my).