

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

### **CAMPAIGN PERIOD ELIGIBILITY**

1. The “Golden Harvest: Hatch Cash Rewards” (“Campaign”) is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V) [“BOCM / Bank”].
2. This Campaign will commence from 21<sup>st</sup> December 2023 to 31st January 2024 (both dates are inclusive) (“Campaign Period”).
3. Subject to Clause 4 below, this Campaign is open to only selected group of existing BOCM Mobile Banking app (“MBK”) users, and Debit Card cardholder (Mastercard<sup>1</sup> and UnionPay/MyDebit<sup>2</sup>) including joint accountholder (“Eligible Customer”) whom will be receiving an electronic direct mailer (“EDM”) and/or SMS from the Bank.
4. The following individuals shall not be eligible to participate in the Campaign: -
  - a. All dedicated BOCM staff that is involved in organizing, promoting and/or conducting this Campaign;
  - 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.

### **CAMPAIGN MECHANICS**

#### **A. RM10 Cashback (“Prize”)**

5. “Eligible Transactions” of this Campaign refer to the transaction(s) provided below and made via Eligible Payment Method provided in table below during the Campaign Period:

**Get RM10 cashback when you perform an accumulated amount of RM100 via the following Eligible Transaction(s).**

*Notes:*

1. Mastercard is eligible for eWallet Top Up transaction.
2. UnionPay/MyDebit is eligible for UnionPay QR transaction.

### Eligible Transaction

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|---|
| 1. Via Debit Card (Mastercard only):  |
| a. eWallet Top Up (Touch n Go eWallet, GrabPay Wallet, Lazada Wallet, ShopeePay, Boost App, BigPay) |
| 2. Via Mobile Banking App:  |
| a. JomPAY   |
| b. QR Code Payment (UnionPay QR/DuitNow QR)   |

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 on Prepaid Card;
  - b. Transaction(s) for payments made towards mail order and/or telephone order (MOTO);
  - c. Transaction(s) which are not posted, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.
  - d. Transaction(s) that are performed on petrol and/or at Automated Teller Machine (ATM).
6. All transactions made by the Eligible Customer will automatically be tracked by BOCM on best effort basis 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.
  7. A total of six hundreds (600) Eligible Customers who meet an accumulated transaction amount of RM 100 on a first come first serve basis will get the Prize ("**Shortlisted Eligible Customers**").
  8. Each Eligible Customer is only eligible to win the Prize once throughout 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 Prize will be credited to the Winner(s)' BOCM account within 45 working days after the end of the Campaign Period ("Imbursement Period"). In the event the Winner(s) do not receive the Prize during the Imbursement Period, the Winners shall inform BOCM the same within fifteen (15) working days from the Imbursement Period, failing which the Winner(s) are deemed to have received the Prize and any request for the reimbursement of the Prize shall not be entertained by BOCM.
11. The Winner(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 Prize. If the Winner(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 Prize.
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 Prize 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. By participating in this Campaign, the Eligible Customers give their consent to BOCM to publish and use their names, and images submitted by the Eligible Customers for advertising, marketing, publicity and/or any other purposes, without any prior notice nor compensation to the Eligible Customers. Eligible Customers shall not be entitled to claim ownership or other forms of compensation on the materials.
14. 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.

15. By participating in this Campaign, the Eligible Customers are deemed to have read, understood and agreed to be bound by the Term and Conditions stated herein and/or any other relevant 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](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.
  
16. 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 Eligible Customers with prior notice of seven (7) calendar days via BOCM’s Website or any other mode of communication as may be determined by BOCM from time to time.
  
17. BOCM reserves the right as 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 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.
  
18. 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.
  
19. 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).

20. All decisions made by BOCM in respect of the Campaign shall be final, conclusive and binding on the Eligible Customers and/or Winner(s). No appeals and/or correspondences from the Eligible Customers and/or Winner(s) shall be entertained.

21. 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 prizes from the contest) are at the sole responsibility of the participant(s). BOCM, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs / charges / fees / expenses.

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

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

### **PRIVACY NOTE**

24. 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.

25. 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).