

# <u>Terms and Conditions for "Renminbi Foreign Exchange Campaign 2022"</u> ("Terms and Conditions")

## 1. Campaign Period

Bank of China (Malaysia) Berhad (Company Registration No. 200001008645 (511251-V)) ("BOCM")'s "Renminbi ("RMB") Foreign Exchange Campaign" ("Campaign") which will run from 1 March 2022 to 30 June 2022 (both dates are inclusive) ("Campaign Period"). BOCM reserves the right to change the duration and/or the commencement and/or expiry date of the Campaign Period.

### 2. Eligibility

- 2.1 This Campaign is open to all individuals aged 18 years and above and who is holding the following accounts with BOCM ("Eligible Customer"):
  - a. Ringgit Malaysia (MYR) Saving Account / Current Account; and
  - b. Renminbi (RMB) Current Account.
- 2.2 The following parties shall not be eligible to participate in this Campaign:
  - a. Permanent and contractual employees of BOCM and its subsidiaries;
  - b. Eligible Customer whose account(s) as stated in Clause 2.1 above are terminated, suspended or cancelled within the Campaign Period;
  - c. Non-individuals including sole-proprietorships, partnerships, corporate entities, associations, clubs and societies;
  - d. Any accounts held with BOCM that are delinquent or unsatisfactorily conducted as determined by BOCM at its sole and absolute discretion;
  - e. Persons who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

#### 3. Campaign Details

- 3.1 Eligible Customer will be entitled for the cash reward as per table in Clause 3.2 below ("Cash Reward") for RMB Foreign Exchange (FX) conversion from Ringgit Malaysia (MYR) or vice versa with the minimum accumulated transaction amount of RMB50,000 and above during the Campaign Period.
- 3.2 The Cash Reward is set out in the table as below:

Total Accumulated Transaction Amount	Cash Reward
≥ RMB50,000 < RMB100,000	RMB50
≥ RMB100,000 < RMB150,000	RMB100
≥ RMB150,000 < RMB250,000	RMB178
≥ RMB250,000	RMB288

- 3.3 Cash Reward is payable in Renminbi and will be credited into the Eligible Customer's RMB Current Account within 60 days from the end of the Campaign Period.
- 3.4 Total Cash Reward allocated for this Campaign is MYR24,000 or its equivalent. The entitlement of the Cash Reward is on first-come-first-serve basis.
- 3.5 A RMB current account must be maintained and remain active until BOCM has credited the Cash Reward into the said account, failing which the Cash Reward will be forfeited.

- 3.6 All conversion transactions are subject to the Foreign Exchange Notices regulated and issued by Bank Negara Malaysia and such other rules, regulations and law as may be imposed by the relevant authorities from time to time.
- 3.7 There is an inherent foreign exchange rate risk due to the fluctuation of the RMB exchange rate against Ringgit Malaysia. BOCM shall not be liable to the Eligible Customer for any loss that the Eligible Customer may suffer or incur in connection with the foreign exchange transaction.

#### 4. General Terms & Conditions

- 4.1 By participating in the Campaign, the Eligible Customer is deemed to have read, understood and agreed to be bound by the Terms and Conditions herein and/or any other relevant terms and conditions governing 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 add, delete, or vary these Terms and Conditions herein, wholly or in part, and to cancel, withdraw, terminate, extend or suspend the Campaign from time to time and such changes will be notified to the Eligible Customer seven (7) days prior to the implementation via BOCM's website at <a href="https://www.bankofchina.com.my">www.bankofchina.com.my</a> 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 Campaign by BOCM.
- 4.3 The Eligible Customer's entitlement for the Cash Reward will be at the sole discretion of BOCM. All decisions made by BOCM in respect to the Campaign shall be final, conclusive and binding on the Eligible Customer. No appeals and/or correspondences from the Eligible Customer shall be entertained.
- 4.4 BOCM reserves the right to disqualify any Eligible Customer as BOCM may in its absolute discretion deem fit to participate in the Campaign.
- 4.5 If any matters arising from the Campaign 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 Campaign.
- 4.7 By participating in this Campaign, the Eligible Customer consent to BOCM disclosing and / or publishing their personal data and photographs in any mass media or marketing materials for advertising or publicity purposes in any manner. Eligible Customers who wish to opt-out from the sharing of their personal data with BOCM and/or Bank of China group of companies for marketing and promotional purposes are required to walk in to BOCM branches to give written instruction regarding the opt-out of the said sharing.
- 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 Words denoting one gender shall include all other genders and words denoting the singular include the plural and vice versa.
- 4.10 The Campaign 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.