

## **TERMS AND CONDITIONS FOR FEAST AND BE REWARDED**

### **CAMPAIGN PERIOD ELIGIBILITY**

1. The “Feast and Be Rewarded” (“Campaign”) is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V)) [“BOCM”].
2. This Campaign will commence from 11<sup>th</sup> February 2022 to 11<sup>th</sup> April 2022 (both dates are inclusive) (“Campaign Period”).
3. Subject to Clause 4 below, this Campaign is open to all new and existing BOCM Debit Cardholder including joint accountholder (“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 other 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**

#### **A. CASHBACK**

5. “Eligible Transactions” of this Campaign refer to the transaction(s) provided below and made via the Eligible Payment Method provided in Clause 6 below during the Campaign Period:
  - a. A minimum spend of RM 250 and above in a single transaction for dining and/or at restaurants under Merchant Category Code 5812.
  - b. A minimum spend of RM 50 and above in a single transaction at fast food restaurants under Merchant Category Code 5814.

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 telephone order (MOTO);
- c. Transaction(s) which are not posted, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.
- d. Transaction(s) which do not fall under Merchant Category Code 5812 (eating places and restaurants) and/or 5814 (fast food restaurants), or
- e. Transaction(s) that are performed via online platform(s).

6. “Eligible Payment Method” of this Campaign are as below:
  - a. BOCM Great Wall International Debit Card (Mastercard and UnionPay)
  - b. BOCM Wealth Management Debit Card (UnionPay)
  - c. UnionPay QR Code (UPI QR)
7. Subject to Clause 11 below, Eligible Customer who spend a minimum of RM 250 and/or above in a single transaction at eating places and restaurants that fall under the merchant code of (MCC 5812) with Eligible Payment Methods will be entitled an 18% Cashback.
8. Subject to Clause 11 below, Eligible Customer who spend a minimum of RM 50 and/or above in a single transaction at fast food restaurants that fall under the merchant code of (MCC 5814) with Eligible Payment Methods will be entitled an 8% Cashback.
9. 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 fulfill 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.
10. Cashback pool for this Campaign is RM 36,000 and the Cashback as provided in Clauses 7 and 8 above are given on a first-come, first-served basis, based on transaction as recorded in the Bank’s system, and subject to the Cashback allocated for each of the Campaign Month provided in the table below:-

Campaign Month	Period	Cashback Allocation
Campaign Month 1	11 February 2022 – 12 March 2022	RM 18,000
Campaign Month 2	13 March 2022 – 11 April 2022	RM 18,000
<b>Total</b>		<b>RM 36,000</b>

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 Cashback pool has reached the maximum cap or has been taken up for that Campaign Month.

11. Each Eligible Customer is entitled for a maximum of RM 128 Cashback for the entire campaign period (2 months) by customer basis with a combination of spending at selected restaurants under MCC 5814 and 5812.

**B. PROSPERITY ANGPOW**

12. Eligible Customer will earn an entry for every single spend of RM 100 in a single transaction at restaurant (MCC 5812) and fast food restaurants (MCC 5814) during the Campaign Period. The spending will be rounded up by 100 basis, with example as below:
- a. Scenario 1: The Eligible Customer has spent RM 1,000 in a single transaction, therefore the Eligible Customer will earn 10 entries in order to stand a chance to win the Prosperity Angpow.
  - b. Scenario 2: The Eligible Customer has spent RM 287 in a single transaction, therefore the Eligible Customer will earn 3 entries (287 round up to 300).
13. Eligible Customer(s)' entries will be registered automatically and stand a chance to win the Prosperity Angpow as below:

Winners	Prosperity Angpow
1 <sup>st</sup> Prize x 1	RM2, 888
2 <sup>nd</sup> Prize x 1	RM1, 888
3 <sup>rd</sup> Prize x 1	RM888

14. The top three (3) Eligible Customers with the highest number of entries earned during the Campaign Period will be shortlisted for a question and answer session in order to win the Prosperity Angpow ("**Shortlisted Eligible Customers**").
15. The Shortlisted Eligible Customer(s) will be contacted by BOCM's representative with three (3) attempts on best effort basis via phone call at their latest contact number furnished to BOCM as shown in BOCM's record to answer two (2) questions at any time during office hours (9.00am to 6.00pm) on any working days from Monday to Friday.
16. Should there be circumstances where the Shortlisted Eligible Customer(s) are not reachable/contactable for any reason whatsoever or answer the questions wrongly, the next-in-line Eligible Participant(s) with the highest entries shall then be selected as Shortlisted Eligible Customer.

17. Shortlisted Eligible Customers who have answered the two (2) questions correctly will be the winners of the Prosperity Angpow ("Winners"). The 1<sup>st</sup> Prize, 2<sup>nd</sup> Prize and 3<sup>rd</sup> Prize will be determined based on the number of entries earned by the Winners. Winners with the highest number of entries will be the 1<sup>st</sup> Prize Winner, and followed by 2<sup>nd</sup> Prize and 3<sup>rd</sup> Prize.
18. For avoidance of doubt, cross border transaction in foreign currency shall be converted to Ringgit Malaysia based on BOCM's prevailing foreign exchange rate for the purpose of tabulating the eligibility requirement.
19. 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**

20. Cashback and Prosperity Angpow will be credited to the Eligible Customers and/or the Winner(s)' BOCM account within 45 working days after the end of the Campaign Period ("Imbursement Period"). In the event the Eligible Customers and/or the Winner(s) do not receive the Cashback / Prosperity Angpow during the Imbursement Period, the Eligible Customers and/or the Winners shall inform BOCM the same within fifteen (15) working days from the Imbursement Period, failing which the Eligible Customers and/or Winner(s) are deemed to have received the Cashback and/or Prosperity Angpow and any request for the reimbursement of the Cashback and/or Prosperity Angpow shall not be entertained by BOCM.
21. The Eligible Customers and 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 the Cashback and/or the Prosperity Angpow. If the Eligible Customers and/or 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 Cashback / Prosperity Angpow.
22. 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).

23. 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.
24. 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.
25. By participating in this Campaign, the Eligible Customers are 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, 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.
26. 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.
27. BOCM reserves the rights at 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.

28. 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.
29. 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).
30. 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.
31. 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.
32. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.
33. Words denoting one gender shall include all other genders and words denoting the singular include the plural and vice versa.

### **PRIVACY NOTICE**

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

35. For feedback and/or complaint related to this Campaign, Eligible Customers )  
may contact BOCM's Customer Service Centre bearing the following telephone  
and email address: Tel: +603-20595566/ Email:  
callcenter@bankofchina.com.my.