

## TERMS AND CONDITIONS

### **CAMPAIGN PERIOD ELIGIBILITY**

1. The “Go Cashless! Adapt to the new norm with ease.” is organized by Bank of China (Malaysia) Berhad (“BOCM”).
2. This Campaign will commence from 1<sup>st</sup> May 2021 to 31<sup>st</sup> July 2021 (both dates are inclusive) or such other date as may be determined by BOCM at its sole discretion from time to time (“Campaign Period”).
3. Subject to Clause 4 below, this Campaign is open to all new and existing BOCM UPI Cardholders during the Campaign Period (“Eligible Customers”).
4. The following individuals shall not be eligible to participate in the Campaign:-
  - a. All permanent and/or contract employees of BOCM or China Bridge (Malaysia) Sdn Bhd including their immediate family members (children, parents, siblings, spouse);
  - b. Representatives and/or agents involved in organizing, promoting and/or conducting this Campaign and their family members (children, parents, siblings, spouse);
  - c. Customers whose accounts with BOCM have been suspended, terminated or closed during the Campaign Period;
  - d. Customers who are in breach of any other agreement with BOCM;
  - e. 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 are the transactions below made during the Campaign Period:
  - a. a minimum spend of RM 1 in a single transaction via UPI QR; and
  - b. a minimum spend of RM 30 in a single transaction via UPI Debit Card.

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

- a. Transaction(s) made on Prepaid Card and BOCM Debit Card - MasterCard
  - b. Transaction(s) for payments made towards mail order & telephone order (MOTO)
  - c. Transaction(s) which are not posted, void, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.
6. Eligible Customers who spend a minimum of RM 1 in a single transaction via UPI QR will be entitled an 18% Cashback.
  7. Eligible Customers who perform a minimum spend of RM 30 in a single transaction via UPI Debit Card will receive an 8% Cashback.

8. 18% Cashback is only applied to all transactions abroad and/or any successful transaction with a minimum spend of RM 1 on selected merchants in Malaysia via UPI QR which the Eligible Customers can refer to BOCM Website for more details.
9. All successful transactions at AEON Departmental Store, AEON Supermarket, AEON Big and/or AEON Wellness in Malaysia via UPI Debit Card will be entitled to 8% Cashback.
10. All transactions made by the Eligible Customers will automatically be tracked by BOCM for the purpose of selecting Eligible Transactions. The tracking are based on the transaction dates and/or time (Malaysia Time) as captured by BOCM's transaction records during the Campaign Period.
11. The Promotion Month is defined as below:
  - a. 1<sup>st</sup> Promotion Month: 1<sup>st</sup> May 2021 – 31<sup>st</sup> May 2021
  - b. 2<sup>nd</sup> Promotion Month: 1<sup>st</sup> June 2021 – 30<sup>th</sup> June 2021
  - c. 3<sup>rd</sup> Promotion Month: 1<sup>st</sup> July 2021 – 31<sup>st</sup> July 2021

#### **CASHBACK AND WINNERS SELECTION**

12. Cashback pool is RM 50,160. Eligible Customers who carry out the Eligible Transaction will be receive the Cashback on a first-come, first-served basis, based on transaction as recorded in the Bank's system, subject to the Cashback allocated for each of the Promotion Month provided in the table below:-

Promotion Month	Period	Monthly Cashback Allocation
1 <sup>st</sup> Promotion Month	1 <sup>st</sup> May 2021 – 31 <sup>st</sup> May 2021	RM 16,720
2 <sup>nd</sup> Promotion Month	1 <sup>st</sup> June 2021 – 30 <sup>th</sup> June 2021	RM 16,720
3 <sup>rd</sup> Promotion Month	1 <sup>st</sup> July 2021 – 31 <sup>st</sup> July 2021	RM 16,720

In the event the Cashback allocated for one particular Promotion Month has not been fully given out, the unutilized Cashback will be carried forward to the subsequent Promotion Month. Eligible Customers will not be entitled for cashback once the Cashback pool has been taken up for that Promotion Month.

13. Each Eligible Customer is entitled to a maximum of RM 88 Cashback for UPI QR payment or RM 68 Cashback for UPI Debit Card payment.
14. Total Cashback capped at RM 96 per Eligible Customer for each Promotion Month.
15. Total Cashback capped at RM 288 per Eligible Customer throughout the Campaign Period (three months).
16. Only BOCM UPI Cardholders who meet the campaign criteria by using UPI QR and/or UPI Debit Card during Promotion Month will stand a chance to win.
17. For the avoidance of doubt, cross border transactions 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.

18. Eligible Customers' transactions will be recorded by the Bank's system based on Eligible Transactions and no enrolment is required.
19. Cashback will be credited to the winner(s)' BOCM account within 45 days after the end of the Promotion Month.
20. The Eligible Customers/winner(s)' BOCM account must be valid and active (not closed or dormant or terminated) as determined by BOCM at its discretion, to be eligible for participation during and after the Campaign Period to qualify for the Cashback. If during the Campaign Period or Monthly Cashback fulfillment, the Eligible Customers/winner(s) closed the BOCM account for any reason whatsoever, his/her participation in the Campaign becomes null and void with immediate effect.

#### **GENERAL TERMS AND CONDITIONS**

21. 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/winners for advertising, marketing, publicity and/or any other purposes, without any prior notice nor compensation to the Eligible Customers/winners. Eligible Customers/winners shall not be entitled to claim ownership or other forms of compensation on the materials.
22. If this Contest 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.
23. 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.
24. 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 twenty one (21) calendar days via BOCM's website at [www.bankofchina.com.my](http://www.bankofchina.com.my) or any other mode of communication as may be determined by BOCM from time to time.
25. BOCM reserves the rights 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.

26. 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.
27. 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.
28. 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 participant(s) shall be entertained.
29. Unless stated otherwise, 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)/winner(s). BOCM, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs/charges/fees/expenses.
30. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

#### **PRIVACY NOTICE**

31. 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.
32. By participating in the Contest, the participant(s) give their consents and authorize BOCM to use third party services to process the participant(s)'s personal data for the purpose of this Campaign.
33. By participating in this Campaign, the participant(s) is deemed to have read, understood and agreed to be bound by the 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) and the participant(s) 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.
34. For feedback and/or complaint related to this Campaign, participant(s) may contact BOCM's Customer Service Centre bearing the following telephone and email address:  
*Tel: +603-20595566/Email: [service.my@bankofchina.com](mailto:service.my@bankofchina.com).*