

## TERMS AND CONDITIONS FOR WINDFALL OF PROSPERITY CAMPAIGN

### CAMPAIGN PERIOD ELIGIBILITY

1. The “Windfall of Prosperity” campaign (“Campaign”) is organized by Bank of China (Malaysia) Berhad (200001008645 (511251-V)) [“BOCM”].
2. This Campaign will commence from 18<sup>th</sup> October 2021 to 17<sup>th</sup> January 2022 (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 Debit Cardholder include joint accountholder who hold a debit card (“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

5. “Eligible Transactions” of this Campaign refer to the transaction(s) made via BOCM Debit Card (Mastercard or UPI), BOCM Virtual Debit Card (e-Pocket) and/or UPI QR Pay and DuitNow QR Pay during the Campaign Period as follow:
  - a. A minimum spends of RM 100 and/or above in a single transaction at selected merchants (Watson’s and/or Drug stores/Pharmacies [Merchant Category Code-5912] only); or
  - b. A minimum TOP UP value of RM 100 and/or above via BOCM Debit Card (Mastercard) in a single transaction for selected e-wallet (TNG, GrabPay, Boost only).

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

- a. Transaction(s) made on Prepaid Card issued by BOCM;
- b. Transaction(s) for payments made towards mail order and 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 100 and/or above in a single transaction at selected merchants (Watson's and/or Drug stores/Pharmacies [MCC-5912] only) with any BOCM Debit Card, BOCM Virtual Debit Card (e-Pocket) and/or QR code payment via BOCM Mobile Banking App during the Campaign Period will be entitled to a 28% Cashback.
7. Eligible Customers who perform a minimum top-up of RM 100 and/or above in a single transaction for selected e-wallet (TNG, GrabPay, Boost only) with BOCM Debit Card (Mastercard) during the Campaign Period will be entitled to an 18% Cashback.
8. All transactions made by the Eligible Customer will automatically be tracked by BOCM for the purpose of selecting Eligible Transactions. The tracking is based on the transaction dates and/or time (Malaysia Time) as captured by BOCM's transaction records during the Campaign Period.

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

9. Cashback pool for the Campaign is RM 60,000. Eligible Customers who carry out the Eligible Transaction(s) will receive the Cashback on a first-come, first-served basis ("Winners"), based on transaction as recorded in BOCM's system, subject to the Cashback allocated for each of the Campaign Month provided in the table below: -

<b>Campaign Month</b>	<b>Period</b>	<b>Monthly Cashback Allocation</b>
1 <sup>st</sup> Campaign Month	18 <sup>th</sup> October 2021 – 17 <sup>th</sup> November 2021	RM 20,000
2 <sup>nd</sup> Campaign Month	18 <sup>th</sup> November 2021 – 17 <sup>th</sup> December 2021	RM 20,000
3 <sup>rd</sup> Campaign Month	18 <sup>th</sup> December 2021 – 17 <sup>th</sup> January 2022	RM 20,000
<b>Total</b>		<b>RM 60,000</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 Customers will not be entitled for Cashback once the Cashback pool has been taken up for that Campaign Month.

10. Each Eligible Customer is entitled to a maximum Cashback of RM 88 per Campaign Month by customer basis with a combination of spending at selected merchants and/or e-wallet top up.
11. Each Eligible Customer is entitled to a maximum Cashback of RM264 during the entire Campaign Period.
12. Eligible Customer(s)' transactions will be recorded in BOCM's system based on Eligible Transactions and no enrolment is required.
13. Cashback will be credited to the Winner(s)' BOCM account which debit card links to within 45 working days after the end of the Campaign Month and a SMS alert will be sent to the Winner. Eligible Customers who do not receive the Cashback is deemed not to win the Cashback.
14. The Eligible Customer(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 Customer closes his/her BOCM account for any reason whatsoever, his/her participation in the Campaign shall become null and void with immediate effect.

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

15. 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 for ownership or other forms of compensation on the materials.
16. 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.

17. 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.
18. 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.
19. BOCM reserves the rights as its absolute discretion to cancel, withdraw, terminate, extend or suspend this Campaign, 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.
20. 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.
21. 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(s) or whatsoever, resulting directly or indirectly from the Campaign.
22. 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 Customer(s) shall be entertained.

23. 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 Eligible Customer(s). BOCM, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs/charges/fees/expenses.
24. These Terms and Conditions are governed by Malaysian laws and the Eligible Customer(s) agree to submit to the jurisdiction of the Courts of Malaysia.
25. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

**[END]**