

OCBC TRAVEL AROUND THE WORLD 2011/12 TERMS & CONDITIONS

CAMPAIGN PERIOD

1. The Campaign (defined below) commences on **03 October 2011** and ends on **30 March 2012**, both dates inclusive ("Campaign Period").

ELIGIBILITY

2. The OCBC Bank (Malaysia) Berhad (Company No. [295400-W]) ("OCBC Bank") and OCBC Al-Amin Bank Berhad (Company No. [818444-T]) ("OCBC Al-Amin") (collectively known as "the Bank") "Travel Around The World 2011/12" Campaign ("the Campaign") is open to the following Business Banking account holders (namely companies, partnerships and sole-proprietorships) of the Bank ("the Account Holder") with the following accounts:
 - (a) Current Account and/or Current Account-i;
 - (b) Foreign Currency Call Account;
 - (c) Trade Finance Facilities and/or Trade Finance-i Facilities;For purposes of Clause 4, accounts set forth in Clauses 2(a) and 2(b) are "depository accounts", whereas accounts set forth in Clause 2(c) are "trade finance facilities".
3. The following Account Holders are NOT eligible to participate in this Campaign:
 - (a) Account Holders whose shareholders or members consist of or include any employees (permanent or contract) of, independent contractors with the Bank (including the Bank's subsidiaries and related companies) and their immediate family members.
 - (b) Account Holders who are representatives and/or agents (including advertising and promotion agents) of the Bank, or Account Holders whose shareholders or members consist of or include any representatives and/or agents of the Bank and their immediate family members.
 - (c) An Account Holder whose account(s) with the Bank has been suspended or terminated or who has breached any other agreement with the Bank.
4. To participate in the Campaign, the Account Holder is required to register via EITHER One (1) of the following modes of registration with the required details ("Campaign Registration"). For Campaign Registration, the Account Holder is allowed to combine any depository accounts irrespective whether Islamic or Conventional, and to combine any trade finance facilities accounts, irrespective whether Islamic of Conventional. It is however NOT ACCEPTABLE to combine any depository accounts with any trade finance facilities accounts.

| No. | Mode of Registration | Details |
|-----|----------------------|--|
| 1 | Email | <p>Email to TATW11-12@ocbc.com with the following details:</p> <ul style="list-style-type: none"> • Account Number(s) • Contact Person's Name • Telephone Number / Mobile Phone Number <p>Account Holder must indicate all account numbers to be combined in the Campaign Registration. Only the indicated account number(s) will be registered for the Campaign.</p> |
| 2 | SMS | <p>Send SMS to 017-6075668 with the following details:</p> <p>Account Number(s)<space>Contact Person's Name<space>Email address</p> <p>Account Holder must indicate all account numbers to be combined in the Campaign Registration. For example, the Account Holder is combining 3 accounts, the SMS should read as:</p> <p>Account Number 1<space> Account Number 2<space>Account Number 3 <space>Contact Person's Name<space>Email Address</p> <p>Only the indicated account number(s) will be registered for the Campaign.</p> |
| 3 | OCBC Personnel | <p>Complete and submit the OCBC Bank Travel Around The World 2011/12 Application Form (the "Form") to OCBC Personnel. The Form is available at any OCBC Bank or OCBC Al-Amin Bank Branches.</p> |

- Participation of an Account Holder shall commence at the point of time after the registration has been received and the details verified by the Bank ("Commencement"). On Commencement, the Account Holder qualifies as a "Participating Account Holder" in relation to the Campaign and a Participating Account Holder may not revoke, transfer or reverse its participation.
- Account Holders shall register only ONCE at any time within the Campaign Period.

7. The Bank is not responsible for any registration submissions which are lost or delayed in transit. No acknowledgement of receipt of any communication will be given by the Bank. The Bank will not entertain any purported proof of receipt of any communication tendered by any party.

PRIZES

8. The following are the prizes (“Prizes”) for the Campaign:

| PRIZES | DESCRIPTION |
|----------------|--|
| Grand Prizes | 6 Winners x 8Days7Nights trip for 2 persons to China (on luxurious Yangtze River Cruise) |
| Monthly Prizes | 12 Winners* x 4Days 3Nights trip for 2 persons to Phuket, Thailand |

**2 Winners (as defined below) per month for 6 months.*

9. The general terms and conditions of the Prizes are follows:
- (a) The Prizes are valid for use until the date specified and subject to the terms and conditions stated therein. If they remain unused after the specified date, the Prizes will lapse and will not be replaced.
 - (b) The Bank is not responsible for lapsed Prizes. Announcement of the Prizes does not constitute a reservation and/or confirmation. The Winners are solely responsible for making confirmation according to the travel date and arrangement, and other terms and conditions stated by World Travelers DMC Sdn Bhd (“the Travel Agency”).
 - (c) The Bank is not liable for any delays, flight cancellation, baggage lost or damage. The Winner will be bound by the terms & conditions as set out by The Travel Agency.
 - (d) The Prizes are NON-transferable to any 3rd party and NON-exchangeable for cash or credit of any kind. No refund in cash, credit or in kind for any unclaimed Prize.
 - (e) The Bank reserves the absolute rights to substitute any of the Prizes with any product or services of similar value at any time without prior notice.
 - (f) If any traveller is being refused entry into the country of travel destination, the Bank will not refund the Prizes to the Winner in any form. Without affecting the generality of the foregoing, visas and other entry permissions to any countries are the sole responsibility of the travellers.
 - (g) Airfare, availability, travel packages and exchange rate fluctuations are subject to change with notice at the time of booking confirmation.
 - (h) The Winners must present the official announcement of prize winning (“the Congratulatory Note”) issued by the Bank to the Travel Agency upon making confirmation.
10. The Winner shall personally bear and be responsible for **ALL** incidental costs directly or indirectly relating to accepting the Prizes either shown or not shown in any printed materials and/or website including but not limited to the following:

- (a) Additional meal(s) other than breakfast, lunch and dinner meals provided in the prizes.
- (b) Hotel room services, laundry, telephones, internet connection and mini bar.
- (c) Upgrade.
- (d) Additional guest(s).
- (e) Additional sightseeing tours or optional tour packages.
- (f) Tour leader or airport assistance.
- (g) Entrance and admission fees of any place of interest not included in the Prizes.
- (h) Tipping (E.g. Tour guide, driver, airport assistance and hotel porter, etc.).
- (i) Travel insurance.
- (j) Transportation (to and from Kuala Lumpur International Airport).
- (k) Fuel charges.
- (l) Surcharge including but not limited to peak season, the travel destinations' public holiday, eve of public holiday, school holiday, events, convention week, delays, re-scheduling or cancellation of flight or accommodation.
- (m) Any applicable taxes including but not limited to international or domestic airport taxes.
- (n) Registration fees, processing fees, administration fees or travel agent fees.
- (o) Personal expenses.

11. The Bank gives no representation or warranty with respect to the quality or suitability of the Prizes. The Winners are to deal directly with the Travel Agency or supplier of the substituted product and/or service for all enquiries on quality of services rendered.

12. In the event any liability arises in relation to the Campaign, the Account Holders hereby agree not to hold the Bank liable for any losses, claims, judgment, settlement, damages and liabilities (including solicitor's fees) whatsoever in relation to the Campaign.

CAMPAIGN MECHANICS

13. To qualify for the prize draws, the Participating Account Holders are required to fulfill the following criteria during the Campaign Period.

One (1) point is equivalent to one (1) chance at a Draw (as defined below). The table below illustrates how points are calculated:

| Number of Point | Current Account/ Current Account-i/ Foreign Currency Call Account | Trade Finance Facilities/ Trade Finance Facilities-i |
|-----------------|---|--|
| 1 | Every incremental of RM50,000 in month-on-month (MoM) average balance*: <ul style="list-style-type: none"> • Oct 11 vs Sep 11 • Nov 11 vs Oct 11 • Dec 11 vs Nov 11 • Jan12 vs Dec 11 • Feb 12 vs Jan 12 • Mar 12 vs Feb 12 | Every new drawdown of RM50,000 on trade facility*. |

| Number of Point | Current Account/ Current Account-i/ Foreign Currency Call Account | Trade Finance Facilities/ Trade Finance Facilities-i |
|-----------------|---|---|
| 2 | Every incremental of RM100,000 in MoM average balance*. | Every new drawdown of RM100,000 on trade facility*. |
| 3 | Every incremental of RM150,000 in MoM average balance*. | Every new drawdown of RM150,000 on trade facility*. |
| 4 | Every incremental of RM200,000 in MoM average balance*. | Every new drawdown of RM200,000 and above on trade facility*. |

*Refer to Example 1 and 2 below for further illustration.

Example 1:

- Current Account/ Current Account-i / Foreign Currency Call Account
Customer : Syarikat ABC Sdn Bhd

| Month | Sep 2011 | Oct 2011 | Nov 2011 | Dec 2011 | Jan 2011 | Feb 2012 | Mar 2012 | Total Point(s) Earned |
|---|----------|----------|----------|----------|----------|----------|----------|-----------------------|
| Average Balance (RM) | 20k | 80k | 280k | 40k | 110k | 500k | 45k | |
| Variance (Month-on-Month Difference) (RM) | NA | + 60k | +200k | -240k | +70k | +390k | -455k | |
| Point | NA | 1 | 4 | 0 | 1 | 7 | 0 | 13 |

Total points earned (Oct 2011 – Mar 2012): **13**

Example 2:

- Trade Finance/ Trade Finance-i Facilities
 Customer : Syarikat XYZ Sdn Bhd
 Trade Limit : RM1,000,000

| Transaction Date | Transaction Type | New Drawdown | Settlement | Trade Limit | | Point earned |
|---|------------------|--|--|--------------------------|----------------------|----------------|
| | | Foreign Currency / RM | Foreign Currency / RM | To-Date Utilisation (RM) | To-Date Balance (RM) | |
| 01Oct 11 | Balance | - | - | 50,000 | 950,000 | - |
| 15 Oct 11 | Issue LC | USD50,000 (approx. RM150,000*) | - | 200,000 | 800,000 | 3 |
| 17 Oct 11 | Issue BG | RM75,000 | - | 275,000 | 725,000 | 1 |
| | | | | | | 4 (Oct) |
| 10 Nov 11 | Repay LC | - | USD50,000 (approx. RM150,000*) | 125,000 | 875,000 | - |
| 15 Nov 11 | Issue BA | RM200,000 | - | 325,000 | 675,000 | 4 |
| 26 Nov 11 | Issue BG | USD30,000 (approx. RM90,000*) | - | 415,000 | 585,000 | 1 |
| | | | | | | 5 (Nov) |
| 09 Dec 11 | Cancel BG | - | RM75,000 | 340,000 | 660,000 | - |
| 21 Dec 11 | Drawdown IF | RM234,000 | | 574,000 | 426,000 | 4 |
| 27 Dec 11 | Issue LC | USD70,000 (approx. RM210,000*) | - | 784,000 | 216,000 | 4 |
| | | | | | | 8 Dec) |
| 07 Jan 11 | Issue BG | RM10,000 | - | 794,000 | 206,000 | 0 |
| 26 Jan 11 | Drawdown BA | RM50,000 | - | 844,000 | 156,000 | 1 |
| | | | | | | 1 (Jan) |
| 05 Feb 12 | Repay BA | - | 200,000 | 644,000 | 356,000 | NA |
| 10 Feb 12 | Issue BG | RM15,000 | - | 659,000 | 341,000 | 0 |
| 18 Feb 12 | Drawdown TR | RM210,000 | - | 869,000 | 131,000 | 4 |
| | | | | | | 4 (Feb) |
| <i>No transaction in March 2011</i> | | | | | | |
| TOTAL Points (Oct 2011 – Mar 2012) | | | | | | 22 |

Total points earned (Oct 2011 – Mar 2012): **22**

14. The Bank will track the points of each Participating Account Holder automatically at the end of the Campaign Period based on the banking transactions that are posted and reflected in the Bank's system (the "Qualified Participant"). The manner and method on how the Bank tracks the Qualified Participants' points shall not be questioned and all decisions made by the Bank pursuant to the tracking system shall be final.

15. A Qualified Participant is entitled to earn unlimited number of points during the Campaign Period and the more points the Qualified Participant accumulates during the Campaign Period, the higher the chances of winning.
16. A Qualified Participant is entitled to win only **one (1) Monthly** Prize throughout the Campaign Period. Monthly Prize Winners are also entitled to participate and win the Grand Prize at the end of the Campaign Period.
17. For Monthly Prize draws, all Qualified Participants who participated in the particular month ("Participation Month) with total earned points for the Participation Month will be gathered in a draw pool. For Grand Prize draws, all Qualified Participants with accumulated points will be gathered in a draw pool in April 2012. All draws will be conducted by the Banks' panel to obtain two (2) "Shortlisted Qualified Participants" for a Monthly Prize draw and six (6) "Shortlisted Qualified Participants" for the Grand Prize Draw. The decision of the panel shall be final. Each Monthly Prize draw and Grand Prize draw is a "Draw".
18. The Bank or its representative will call the Shortlisted Qualified Participant on a best effort basis at the latest telephone number(s) stated in the Campaign Registration **ONCE** at any time during office hours (8.00am to 6.00pm from Mondays to Fridays, except Public Holidays) for Question & Answer ("Q&A"). The Shortlisted Qualified Participant is required to answer **THREE (3)** questions during the Q&A.
19. Upon being contacted by the Bank or its appointed representative for Q&A, should the Shortlisted Qualified Participant fail to answer the telephone after **five (5)** rings for whatsoever reason, the Shortlisted Qualified Participant is deemed to have surrendered participation for the Draw and the Bank's panel will select another Shortlisted Qualified Participant for the Q&A according to Clause 17. The process outlined in Clauses 17 to 19 will be repeated until two (2) Shortlisted Qualified Participant (for a Monthly Prize draw) or six (6) Shortlisted Qualified Participants (for a Grand Prize draw) correctly answer all of the questions posed respectively to them.
20. The Shortlisted Qualified Participants who answer all of the questions correctly will be declared the winners for the relevant Prizes ("the Winners").
21. All Winners will be notified by the Bank either in writing or by phone latest by **15 May 2012**. If the Shortlisted Registered Participant did not receive a notification in writing or by phone from the Bank by **15 May 2012**, the Shortlisted Registered Participant is deemed **NOT** as a Winner in the Campaign.
22. Termination of any of the Business Banking account stated in Clause 2 before the end of the Campaign Period will disqualify the Account Holders from the Campaign.

PRIZE REDEMPTION

23. The Bank will provide the list of Winners (and their contact details as per the Campaign Registration) to **WorldTravellers DMC Sdn. Bhd.** (“the Travel Agency”). The Travel Agency will contact the Winners on the Prize details. The Winners are required to make confirmation on travel details directly with the Travel Agency (Unit A-19-5, Tower A, Menara UOA Bangsar, No. 5, Jalan Bangsar Utama 1, 59000 Kuala Lumpur; General Line: +603 2282 7201; Fax: +603 2284 7201; email:ask@worldtravellers-dmc.com).
24. In the event the Winners fail to make confirmation within the timeframe set out by the Travel Agency and/or the Winners are not able to travel on the travel dates predetermined by the Bank and the Travel Agency, the Bank shall not be responsible for any lapsed Prize or to provide any refund or replacement for the Prize or any equivalents in any form.
25. The Winners are required to provide the proof of Congratulatory Note issued by the Bank to the Travel Agency to make confirmation. Failing which, the Bank reserves the absolute rights to revoke the Prizes.
26. The Travel Agency will call the Winners within 30 calendar days from the date of the Congratulatory Note issued by the Bank to the Winners (“the Winner Calling Period”). It is the Winner's responsibility to notify the Bank in writing within 15 calendar days from the Winner Calling Period in the event that the Travel Agency did not contact him/her. Failing which, the Winner shall be deemed to have received and accepted the Prizes from the Bank.

GENERAL

27. By registering for the Campaign pursuant to Clause 3, each Account Holder agrees to be bound by these Terms and Conditions, as well as the terms and conditions of the Bank's products and/or services or any other relevant terms and conditions that the Bank may impose from time to time, as well as any and all decisions of the Bank and the panel judges. The Bank's decisions on all matters relating to the Campaign shall be final and binding on all Account Holders and no correspondence and/or appeal against such decisions will be entertained.
28. Account Holders hereby give their consent to and authorise the Bank to disclose their names, contact number and address to the appointed Travel Agency for the sole purpose of managing the Campaign Prizes.

29. Account Holders hereby consent to the Bank's use of their/their representatives/any travellers' names, photographs and/or other information (whether or not such information is taken from the Campaign Registration) without any compensation, for the current and future advertising and promotion purposes, or to be featured in any publicity materials related to the Campaign. The Account Holders declare that they have obtained the consent of their representatives and/or any travellers for the purposes this Clause.
30. The Winners may be requested to attend a ceremony for purposes of promoting the Campaign. In the event a ceremony is held, the date, time and venue will be notified by the Bank. Failure to attend the Prize Giving Ceremony will disqualify the Winner who will then not be entitled to the Prize.
31. The Bank reserves the rights, at any time without prior notice, to add, delete, suspend or vary these Terms and Conditions (including varying, shortening or extending the Campaign Period), wholly or in part at the Bank's absolute discretion by posting a general notice on the Bank's official website at www.ocbc.com.my, or in any other manner(s) as may be determined by the Bank at its absolute discretion.
32. For the avoidance of doubt, any cancellation, termination, alteration, suspension, or extension of the Campaign and/or the Campaign Period shall not entitle the Account Holders to any claims against the Bank for any compensations, losses or damages whatsoever suffered or incurred by the Account Holders, as a direct or indirect result of the Bank's act of cancellation, termination, alteration, suspension or extension.
33. Notwithstanding any provisions herein, the Bank shall not be liable for any inconvenience, loss, injury, damages caused to or suffered by any Account Holders or any person in connection with this Campaign and/or the use or consumption of the Prizes.
34. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and Account Holders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.