

## **INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD**

### **ICBC MYR Fixed Deposit Promotion Terms and Conditions**

Industrial and Commercial Bank of China (Malaysia) Berhad (Company No. 839839-M) (“ICBC Malaysia”) is running a “MYR Fixed Deposit Promotion” (“Promotion”) from 3<sup>rd</sup> January 2020 to 28<sup>th</sup> February 2020, both dates inclusive (“Promotion Period”) or until such time as determined by ICBC Malaysia.

#### **Eligibility**

1. Subject to Clause 2 below, the Promotion is open to all new and existing ICBC Malaysia individual customers including Malaysian and non-Malaysian Residents excluding Malaysia My Second Home (“MM2H”) customers (“Eligible Customers”), unless notified otherwise.

#### **Promotion Mechanics and Conditions**

2. The participating product on the Promotion comprises as follows;-
  - 2.1 MYR 6-months Fixed Deposit (“FD”)

#### **MYR Fixed Deposit**

3. The Eligible Customers shall be eligible for the following promotional rate (“Promotional FD Rate”) subject to the following:

| Currency | FD Tenure | Promotional FD Rate | FD Placement Amount | Conditions |
|----------|-----------|---------------------|---------------------|------------|
| MYR      | 6 months  | 3.50% p.a           | Minimum MYR 20,000  | Nil        |

4. The Promotion is applicable for new funds (“Fresh Funds”) only.
5. For avoidance of doubt, Fresh Funds refers to funds that do not originate from any existing deposit accounts maintained with ICBC Malaysia, this includes funds originated from foreign currency account maintained with ICBC Malaysia. Within 5 working days of the fresh fund being transferred to ICBC Malaysia where the deposit is placed, the Eligible Customers must take effect on the placement.
6. The Promotion is only applicable by placement over the counter at ICBC Malaysia.

7. Upon maturity, the FD will be automatically rollover at respective tenure at the prevailing board rate.
8. The Promotional Rate shall only be applicable to FD placements made during the Promotion Period.

### **General Terms and Conditions**

9. By participating in this Promotion, the Eligible Customers agree:
  - 9.1 to have read, understood and agreed to be bound by the Terms and Conditions contained herein, and the ICBC Malaysia's General Terms and Conditions on Banking Accounts.
  - 9.2 that ICBC Malaysia's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customers and no further correspondence and / or appeal to dispute ICBC Malaysia's decision shall be entertained.
  - 9.3 that the Promotional FD Rate is non-exchangeable for up-front credit, cheque or benefit-in-kind.
  - 9.4 to be liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Promotion.
10. ICBC Malaysia reserves the right:
  - 10.1 to amend/delete and/or add to any of the Terms and Conditions contained herein from time to time with at least twenty one (21) days calendar days prior notice at ICBC Malaysia' website at [www.icbcm.com](http://www.icbcm.com) or by other medium of communication as ICBC Malaysia deemed fit and such amendment, deletion or addition shall become effective on such date as ICBC Malaysia may determine. By continuing to participate in the Promotion, Eligible Customers are deemed to have agreed to be bound by the amendment, addition or deletion of such Terms and Conditions as foresaid.
  - 10.2 to cancel, terminate, withdraw, or suspend this Promotion and/or replace this Promotion with another similar promotion, campaign or program including but not limited to the eligibility criteria from time to time.

- 10.3 to disqualify any Eligible Customers for any reason whatsoever as ICBC Malaysia may deem fit from participating in the Promotion.
- 10.4 to not grant the FD Promotional Rate in the event of non-compliance by the Eligible Customers of the Terms and Conditions contained herein and/or ICBC Malaysia's General Terms and Conditions on Banking Accounts and all other laws / rules applicable.
11. The Terms and Conditions contained herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts shall be read as an entire agreement. In the event of any discrepancy between the Terms and Conditions herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts, the specific Terms and Conditions herein shall prevail to the extent of such discrepancy.
12. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
13. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.