INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

ICBC Spend More Get More Debit Card Campaign Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad [Registration No. 201001000001 (839839-M)] ("ICBC Malaysia") is running a "ICBC Spend More Get More Debit Card Campaign" ("Promotion") from 4th May 2020 to 31st December 2020, both dates inclusive ("Promotion Period") or until such time as determined by ICBC Malaysia.

<u>Eligibility</u>

1. Subject to the terms contained herein, the Promotion is open to all new and existing ICBC Malaysia individual debit cardholders ("Eligible Customers"), unless notified otherwise.

Promotion Mechanics and Conditions

Debit Card Cash Back Reward

- 2. Eligible Customers shall be entitled for 5% cash back reward on Qualifying Retail Transaction (as defined under clause 13 below) amounted RM 100.00 and above in a single transaction during the Promotion Period.
- 3. The cash back reward is capped at RM 50.00 per month for each Eligible Customers. Total allocation for the cash back during the Promotion Period is capped at RM 3,000.00 per month on a first-come, first-served basis.
- 4. Cash back reward will be accumulated and be credited into respective Eligible Customer's current account/ savings account within 3 months after the Promotion on the basis of one-off and lump sum disbursement.

Debit Card Lucky Draw Contest

- 5. Eligible Customers who has accumulated 6 ("six") Qualifying Retail Transaction with each transaction amounted RM 10.00 and above within a month during the Promotion Period shall be entitled for 1 ("one") lucky draw entry. Additional lucky draw entry will be allocated for every accumulated 6 Qualifying Retail Transaction amounted RM 10.00 and above. There shall be no limitation on number of lucky draw entry for all Eligible Customers.
- 6. For avoidance of doubt, transactions performed in 2 different months (example: 3 transactions in May and 3 transactions in June) will not be taken into account for accumulation for lucky draw entry.

- 7. Eligible Customers whom qualified for lucky draw entry in consecutive month/s shall enjoy multiplier factor on their respective finalized lucky draw total entry/ies.
- 8. Multiplier factor shall means compounding effect to the existing lucky draw entry earned by Eligible Customers. An illustration pertaining to the multiplier effect is as per the table provided below:

Lucky Draw Entitlement Month	Multiplier Factor to Total Entries	Total Entries (using example of 3)
1 month	NIL	3
2 consecutive months	Total entries x 2	6
3 consecutive months	Total entries x 3	9
n consecutive months	Total entries x n	n x 3

- 9. The highest tier on multiplier factor earned by Eligible Customers shall be used as calculation towards final lucky draw entries.
- 10. Lucky draw entries shall be drawn within 3 months after the Promotion on the basis of one-off drawing on the following items.

Prize Category	Prize Item	Quantity
1 st Prize	Cash prize worth RM 13,888	1
2 nd Prize	Cash prize worth RM 5,888	2
3 rd Prize	Cash prize worth RM 2,888	3
Consolation Prize	RM 50 Cash Back	80

- 11. All lucky draw winners shall be notified via Short Message Service ("SMS") or any medium of communications deemed fit by ICBC Malaysia.
- 12. ICBC Malaysia reserves the right to replace prizes as stated in in Clause 10 with other items of same value.

General Terms and Conditions

- 13. "Qualifying Retail Transaction" refers to retail and online purchases transacted locally and internationally. Retail Transaction shall excludes the following:
 - (a) Cash withdrawal in any method (i.e. Automated Teller Machine, Over-the-counter, etc.)
 - (b) Refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or

- (c) Any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and government service tax, imposed by ICBC Malaysia.
- 14. By participating in this Promotion, the Eligible Customers agree:
 - (a) 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 and Terms and Conditions on ICBC Internet Banking Services.
 - (b) that ICBC Malaysia's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Eligible Customers
 - (c) that the cash back rewards and lucky draw items are nonexchangeable for up-front credit, cheque or benefit-in kind.
 - (d) 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.
- 15. ICBC Malaysia reserves the right:
 - (a) 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.icbcmy.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.
 - (b) 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.
 - (c) to disqualify any Eligible Customers from participating in the Promotion as ICBC Malaysia may deem fit.
- 16. The Terms and Conditions contained herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions for ICBC Internet Banking Services shall be read as an entire

terms and conditions. In the event of any discrepancy between the Terms and Conditions herein and the ICBC Malaysia's General Terms and Conditions on Banking Accounts and Terms and Conditions for ICBC Internet Banking Services, the specific Terms and Conditions herein shall prevail to the extent of such discrepancy.

- 17. 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.
- 18. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.