INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

ICBC Malaysia "JomPAY with ICBC" Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad [Registration No. 201001000001 (839839-M)] ("ICBC Malaysia") is running ICBC Malaysia "JomPAY with ICBC" ("Campaign") from 1st August 2021 to 31st December 2021, both dates inclusive ("Campaign Period") or until such time as determined by ICBC Malaysia.

<u>Eligibility</u>

 Subject to the terms contained herein, the Campaign is open to all ICBC Malaysia individual customers excluding ICBC Malaysia staff who have an ICBC Malaysia current account or savings account ("CASA") which has registered ICBC Malaysia internet banking or mobile banking prior to or during the Campaign Period, (hereinafter referred to as the "Eligible Customers"), unless notified otherwise.

Campaign Mechanics and Conditions

2. Eligible Customers who performed JomPAY Transactions (as defined under clause 3) via ICBC Malaysia internet banking or mobile banking channel shall be entitled to enjoy cashback reward from two ("2") categories subject to the winner capping as illustrated in the table below:

Category	JomPAY Transaction	Cashback Reward	Winner Capping
Category 1	Highest Transaction Volume per month by using JomPAY	RM 10 Per Month	Top 100 Eligible Customers Per Month
Category 2	Highest Accumulated Spending amount per month by using JomPAY	RM 15 Per Month	Top 50 Eligible Customers Per Month

- 3. For avoidance of doubt, JomPAY Transactions shall mean the successful transfer of funds to a registered JomPAY biller. The JomPAY Transactions must be performed during the Campaign Period through ICBC Malaysia internet banking or mobile banking channel.
- 4. Each Eligible Customers shall be entitled for only 1 ("one") time cashback reward in Category 1 and 2 respectively once a month.
- 5. In the event where a single cashback reward entitlement is tied between two or more Eligible Customers, ICBC Malaysia reserves the right to break the tie by awarding the cashback reward to the first achieving Eligible Customers in their respective Categories based on first-come-first-served rule.
- 6. The cashback will be credited into respective ICBC customers' CASA within 60 calendar days after the end of the Campaign or from time to time during the Campaign Period as determined by ICBC Malaysia.
- 7. ICBC Malaysia shall notify the winners via either SMS or telephone or electronic mailer or mail based on their contact details recorded in ICBC Malaysia's system.
- 8. The deposit in CASA is protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to RM 250,000 for each depositor.

General Terms and Conditions

- 9. By participating in this Campaign, 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 Campaign shall be final, conclusive and binding on all Eligible Customers.
 - (c) that the cashback is non-exchangeable 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 Campaign.

- (e) to give consent to allow his/her personal data being collected, processed and used by ICBC Malaysia in accordance with ICBC Malaysia Privacy Notice, which may be viewed on www.icbcmy.com.my.
- 10. 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 Campaign, 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 Campaign and/or replace this Campaign with another similar Campaign, 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 Campaign as ICBC Malaysia may deem fit.
- 11. 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.
- 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.