

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

2023 ICBC Malaysia Debit Card & Credit Card Cashback Campaign's Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad (Registration No. 201001000001 / 839839-M) ("**ICBC Malaysia**") is running "ICBC Malaysia Debit Card & ICBC Pay Cashback Campaign" ("**Campaign**") from 1st October 2023 to 31st December 2023, both dates inclusive or until such time as determined by ICBC Malaysia ("**Campaign Period**").

Eligibility

1. Subject to the terms and conditions contained herein, the Campaign is open to all new and existing ICBC Malaysia's individual debit cardholders and credit cardholders including principal and supplementary cardholders ("**Eligible Customers**"), unless notified otherwise.
2. The following shall not be eligible to participate in this Campaign:
 - a) the Eligible Customer(s)' debit card or credit card are terminated, suspended, cancelled or closed during the Campaign Period.
 - b) Any of the Eligible Customer(s)' account(s) held with ICBC Malaysia that are delinquent or unsatisfactorily conducted as may be determined by ICBC Malaysia.
 - c) Eligible Customer(s) who fails to comply with any provision of these terms and conditions.

Campaign Mechanics and Conditions

3. Eligible Customer(s) shall be entitled for respective cashback reward depending on the monthly transaction frequency of the Eligible Transaction(s). "**Eligible Transaction(s)**" refers to retail purchase transacted both locally or internationally with minimum amount of RM 25.00 or its equivalent and above using ICBC Malaysia's debit card or credit card. For clarity purpose, the number of Eligible Transaction(s) per month for debit card and credit card shall be accumulated separately and will not be combined together for the calculation of the Cashback Entitlement.
4. The table below set out the detailed entitlement and the maximum cashback capping of the cashback reward:

Category	Number of Eligible Transaction(s) per Month	Cashback Entitlement	Maximum Monthly Cashback Capping
1	3 to 7	5%	RM 30
2	8 and above	10%	RM 50

5. Transaction which is subsequently discovered to be refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions shall not be deemed as Eligible Transactions.

6. For avoidance of doubt, some scenario and its explanation for the Campaign are illustrated in **Table 1** below:

Table 1:

Customer	Scenario	Cashback Eligibility	Entitlement/Remark
Customer A (Holding Debit Card Only)	3 Eligible Transaction(s) using Debit Card totalling RM 100 in October + 10 Eligible Transaction(s) using Debit Card totalling RM 300 in November	5% cashback for October and 10% cashback for November	$RM\ 100 * 5\% = RM\ 5$ $RM\ 300 * 10\% = RM\ 30$ <i>'Customer A will be entitled for RM 35 as the total campaign payout.'</i>
Customer B (Holding Credit Card Only)	3 Eligible Transaction(s) using Credit Card totalling RM 6,000 in October + 8 Eligible Transaction(s) using Credit Card totalling RM 8,000 in November	5% cashback for October & 10% cashback for November	$RM\ 6,000 * 5\% = RM\ 300$. Maximum Capping for Category 1 = RM 30 $RM\ 8,000 * 10\% = RM\ 800$. Maximum Capping for Category 2 = RM 50 <i>Customer B will be entitled for RM 80 as the total campaign</i>

			<i>payout.</i>
Customer C (Holding Debit Card and Credit Card)	3 Eligible Transaction(s) using Debit Card totalling RM 2,000 and 10 Eligible Transaction(s) using Credit Card totalling RM 2,000 in October	5% cashback for Debit Card usage & 10% for Credit Card usage cashback for October.	Debit Card RM 2,000* 5% = RM 100. Maximum Capping for Category 1 = RM 30 Credit Card RM 2,000*10% = RM 200. Maximum Capping for Category 2 = RM 50 <i>Customer C will be entitled for RM 80 as the total campaign payout.</i>
Customer D (Holding Debit Card and Credit Card)	Swiped 10 transactions in November of RM 15 for each transactions using Debit Card and Credit Card	Not entitled for cashback	<i>Customer D will not be entitled for any cashback as the minimum amount for Eligible Transaction(s) is RM 25 and above.</i>

7. Total allocation for the cashback during the Campaign Period is capped at RM 2,000.00 for every calendar month on a first-come-first-serve basis.
8. The cashback will be credited into respective Eligible Customer's Current Account / Savings Account / Bank Card opened and maintained with ICBC Malaysia within 90 calendar days after the Campaign.

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, Terms and Conditions of the Cardmember Agreement (ICBC Debit Card) From ICBC Malaysia and Terms and Conditions for ICBC Internet Banking

Services (other than the Terms and Conditions contained herein, shall collectively referred to as “the Other Terms and Conditions”).

- (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.icbcmv.com.

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) calendar days prior notice at ICBC Malaysia’ website at www.icbcmv.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 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 Other Terms and Conditions shall be read together as an entire terms and conditions. In the event of any discrepancy between the Terms and Conditions herein and the Other Terms and Conditions , 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.