

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (MALAYSIA) BERHAD

ICBC Malaysia “Fire Sales” Precious Metal Campaign 2.0’s Terms and Conditions

Industrial and Commercial Bank of China (Malaysia) Berhad (Company No. 201001000001 / 839839-M) (“**ICBC Malaysia**”) is running an ICBC Malaysia “Fire Sales” Precious Metal Campaign 2.0 (“**Campaign**”) from 1st November 2024 to 31st December 2024, both dates inclusive (“**Campaign Period**”) or until such time as determined by ICBC Malaysia.

Eligibility

1. The Campaign is open to all new and existing ICBC Malaysia individual customers, and non-individual customers including but not limited to sole-proprietorship, partnership, charitable/none profit organization/societies, corporate and commercial customers, who opened or maintained a current account or savings account with any branches of ICBC Malaysia (“**Eligible Customer(s)**”), unless notified otherwise.
2. The Eligible Customer(s) shall not be eligible to participate in this Campaign if:-
 - a) all its account(s) are terminated, suspended, cancelled or closed during the Campaign Period.
 - b) any of its accounts held with ICBC Malaysia is delinquent or unsatisfactorily conducted as may be determined by ICBC Malaysia.
 - c) it fails to comply with any provision of these terms and conditions.

Promotion Mechanics and Conditions

3. The participating products under the Campaign refer to ICBC Malaysia Precious Metals which can be purchased at ICBC Malaysia’s branches only.
4. Eligible Customer(s) will enjoy discount off from normal price on the purchase of ICBC Malaysia Precious Metals during the Promotion Period as shown on the table below.

Product	Promotional Selling Price
RUYI Gold Bar	3.99% off from normal price
All other precious metal other than RUYI Gold Bar	6.99% off from normal price

5. Eligible Customer(s) shall at the same time enjoy promotional USD/MYR exchange rate (“**Promotional FX Rate**”) following total cumulative amount of precious metal grams purchase under Single Visitation as shown on the table below.

Total Purchase in Single Visitation	Promotional FX Rate
Below 50 grams	Up to counter rate minus 150 pips
50 grams and above	Up to counter rate minus 200 pips
100 grams and above	Up to counter rate minus 250 pips
200 grams and above	Up to counter rate minus 300 pips

6. For clarity purpose, Single Visitation shall means one-off, consolidated transaction of all precious metal purchases from a single Eligible Customer(s) under 1 (“one”) visit to the branch counter.
7. Calculation of cumulative total gram purchase shall only be applicable for all purchases under same Single Visitation. Additional purchase outside scope of the Single Visitation rule shall be treated as a separate visitation and grams purchase from different visitation cannot be accumulated for higher Promotional FX Rate tier.
8. Promotional Selling Price is subject to while stock last and first-come-first-serve basis.

General Terms and Conditions

7. By participating in this Promotion, the Eligible Customer(s) 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 ICBC Physical Precious Metals Terms and Conditions (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 Promotion shall be final, conclusive and binding on all Eligible Customer(s).
 - c. that the Promotional Selling Price is non-exchangeable for 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.
8. 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.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 Customer(s) are deemed to have agreed to be bound by the amendment, addition or deletion of such Terms and Conditions aforesaid.
 - 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 Customer(s) from participating in the Promotion as ICBC Malaysia may deem fit.
9. The Terms and Conditions contained herein and the Other Terms and Conditions shall be read 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 for the purposes of this Promotion.
10. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customer(s) agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
11. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.