

Cash Management Campaign 2021

Terms and Conditions (“Promotion Terms and Conditions”)

1.0 Definition

For the purpose of these Promotion Terms and Conditions, the following terms shall have the meanings as defined below:-

- (a) “**CCBM**” means China Construction Bank (Malaysia) Berhad;
- (b) “**DuitNow**” means a service that allows customers to initiate and receive credit transfers via a recipient’s account number or DuitNow ID;
- (c) “**DuitNow ID**” means identifiers of an account holder such as mobile number, NRIC, police or army number, passport number (in case of an individual) or business registration number (in case of a corporate customer) or any other identifier as may be introduced by Payment Network Malaysia Sdn. Bhd. (PayNet) from time to time;
- (d) “**Rewards**” means the prizes set out in Clause 4 below;
- (e) “**Promotion**” means the DuitNow ID Registration and Online Transactions which take place from 1st July 2021 – 31st December 2021;
- (f) “**Online Transaction(s)**” means successful funds transfer or payment instruction initiates by Customers via the available electronic funds transfer services such as DuitNow, Interbank GIRO, JomPAY, RENTAS and Telegraphic Transfer via CCBM’s online portal. The Transaction is to be carried out during the Promotion Period through CCBM’s Corporate Internet Banking or Host-to-Host.

2.0 Promotion Period

The Promotion shall run from 00:00 hours (GMT+8) on 1st July 2021 until 23:59 (GMT+8) hours on 31st December 2021 (both dates inclusive) (“**Promotion Period**”).

3.0 Eligibility & Qualifying Criteria

- (a) This Promotion is open to all CCBM Corporate Customers who have subscribed to CCBM Corporate Internet Banking or Host-to-Host and meet the criteria under this Clause 3 (“**Eligible Customers**”).
- (b) The eligibility requirements to participate in this Promotion are as follows:
 - i. Customers who do NOT submit any manual fund transfer or payment instruction during the Promotion Period;

- ii. Customers who hold any account with CCBM that are terminated, suspended, frozen, cancelled or dormant from the Promotion Period until the redemption of Rewards would NOT be eligible; AND
 - iii. Customers who, to the best of CCBM's knowledge, enter into insolvency, bankruptcy or liquidation proceedings shall NOT be eligible to participate.
- (c) Eligible Customers must register and have one (1) Active DuitNow ID registration via the business registration number of the customer and tagged to its bank account opened and registered with CCBM.
- (d) Eligible Customers must perform minimum twenty (20) successful Online Transactions per month via CCBM's Corporate Internet Banking or Host-to-Host platform during the Promotion Period.

4.0 Rewards

Reward	Prize	Total Number of Winners
Reward 1	1 st prize: Credit Note valued MYR 30,000 2 nd prize: Credit Note valued MYR 20,000 3 rd prize: Credit Note valued MYR 10,000	First 3 clients who fulfill all the conditions listed in Clause 3 will be rewarded with one of these prizes.
Reward 2	1 st prize: Credit Note valued MYR 50,000 + Trophy 2 nd prize: Credit Note valued MYR 40,000 + Trophy 3 rd prize: Credit Note valued MYR 30,000 + Trophy 4 th prize: Credit Note valued MYR 20,000 + Trophy 5 th prize: Credit Note valued MYR 10,000 + Trophy	Top 5 clients who have the highest transaction counts during the Promotion Period will be additionally rewarded with one of these prizes on top of Reward 1.
Notes: Credit Note can be utilized to offset any interest or remittance fees impose by the bank, for example transaction fees, payment in lieu, loan interest etc. Credit Note utilization other than the permitted offsetting is subject to CCBM's approval.		

5.0 Shortlisting of Winners

- (a) The First 3 and the Top 5 eligible Customers will be selected by CCBM in accordance with the criteria specified in Clause 3 at the end of the Promotion Period (“Selected Winners”).
- (b) The Selected Winners will be contacted by CCBM for the Rewards redemption arrangement.
- (c) In the event any Selected Winner cannot be contacted or does not respond within 24 hours from the notification, CCBM shall allocate the Reward to the next Selected Winner.

6.0 Rewards Redemption

- (a) Visual(s) of the Rewards shown in any advertisement, promotional publicity materials and other materials relating to this Promotion are solely for illustration purposes only and may not depict the actual image of the Rewards.
- (b) CCBM shall not be liable and/or responsible for the costs pertaining to the collection and/or delivery of the Rewards. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Rewards shall be solely borne by the Selected Winners.
- (c) Unless otherwise specified in these Promotion Terms and Conditions, no substitution or replacement of, or modification to the Rewards requested by the Selected Winners will be permitted.

7.0 General Terms and Conditions

- (a) To the fullest extent permitted by applicable laws, in no event will CCBM and/or any of its directors, officers, employees, related corporations, representatives and/or agents (including, any third party service providers that CCBM may engage for purposes of this Promotion) be liable for any loss or damages (including loss of income, profits or goodwill or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if CCBM has been advised on the possibility of such damages in advance, and all such damages are expressly excluded.
- (b) CCBM reserves the right to amend, vary, delete or add (“**modifications**”) any of these Promotion Terms and Conditions and/or to modify, cancel, terminate, extend or suspend the Promotion (in whole or in part) at any time by giving 21 days prior

notice which will be provided via <http://my.ccb.com/malaysia/en/index.html> or any other channel(s) that CCBM may deem as suitable. For the avoidance of doubt, the amendment, cancellation, suspension or termination of the Promotion by CCBM shall not entitle the Eligible Customers or any other persons to any claim or compensation in any kind whatsoever against CCBM for any losses or damages suffered or incurred as a direct or indirect result of such amendment, cancellation, suspension or termination. If any future modifications of these Promotion Terms and Conditions are unacceptable to the Eligible Customers, the Eligible Customers may discontinue any further participation in this Promotion.

- (c) To the fullest extent permitted by applicable laws, CCBM offers no warranty or representation whatsoever, express, implied or statutory, and CCBM accepts no liability in relation to the Promotion, the Rewards including, without limitation, the merchantable quality and fitness for purposes in respect of the Rewards and level of care and skill in respect of the relevant services provided in the Rewards. CCBM shall not be liable for any losses, damages or costs incurred or suffered by any Eligible Customers as a result of the Eligible Customers' participation in the Promotion. Furthermore, CCBM shall not be liable for any default of its obligations under the Promotion due to any force majeure event which includes, but is not limited to, an act of God, war riot, lockdown, epidemic or pandemic, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CCBM.
- (d) The records of transactions maintained by CCBM and all decisions made by the CCBM in relation to the Promotion including but not limited to the shortlisting, final selection of winners and forfeiture of the Rewards shall be deemed final, conclusive and binding. Any protest or disagreement with the selection of winners will not be entertained. CCBM reserves the rights to select additional winner(s) to substitute any winner(s) who may be ineligible or disqualified for any other reason whatsoever throughout the Promotion Period. If any matters arise which are not covered in these Promotion Terms and Conditions, it will be determined solely by CCBM. CCBM's decision on all matters relating to the Promotion shall be final, conclusive and binding and CCBM shall not be obliged to give any reason(s) or enter into any correspondence with any person(s) on any matter concerning the Promotion.
- (e) These Promotion Terms and Conditions shall be read together with the respective Terms and Conditions governing the use of the available electronic funds transfer (such as DuitNow, Interbank GIRO, JomPAY, RENTAS and Telegraphic Transfer) via CCBM's Corporate Internet Banking or Host-to-Host.
- (f) By participating in the Promotion, the Eligible Customers agree to be bound by the Terms and Conditions stated herein and the decision(s) of the Promotion organizer

and judges which shall be final, conclusive and undisputable. These Promotion Terms and Conditions shall prevail over any inconsistent in any other promotional materials for the Promotion.

- (g) These Promotional Terms and Conditions shall be governed and construed in accordance with laws of Malaysia and the Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

[End]