



# SMART CARD FLEXIPAY PLUS (FOP PLUS) OFFER Terms and Conditions (1 September 2021 – 31 December 2021)

### Campaign

- The Standard Chartered Bank Malaysia Berhad ("the Bank") SMART CARD FLEXIPAY PLUS (FOP PLUS)
  OFFER ("Campaign") commences on 1 September 2021 and ends on 31 December 2021, inclusive of
  both dates ("Campaign Period").
- 2. By participating in this Campaign, participants agree to be bound by all the terms and conditions below.
- 3. This Campaign terms must be read with the respective product terms and the relevant banking agreements. If there are any inconsistencies between this Campaign terms and conditions and the relevant product terms and the banking agreement this Campaign terms and Conditions shall prevail.

### Eligibility ("Eligible Cardholders/participants")

- 4. This Campaign is open to **Smart** credit cardholders issued by the Bank ("SCBMB Card") invited by the Bank through Short Messaging Service ("SMS") only to participate in this Campaign, and who have maintained all their accounts with the Bank in good standing, without any breach of the terms and conditions or agreements, throughout the Campaign Period.
- 5. Individuals below the age of 21 years are not eligible for this Campaign.
- 6. Cardholders whose accounts are cancelled, or terminated for any reason, or suspended for any breach or suspected breach by the cardholder, during the Campaign Period or within 3 months after the Campaign Period, will not be entitled to participate under this Campaign.

### **Participation**

7. When the Eligible cardholder has made a selected retail purchase above RM500, he/she will receive a short messaging service ("SMS") to convert the retail purchase into a 0% 6-month instalment plan ("FOP Plus"). If the Eligible cardholder is interested to apply, he/she is required to respond to the SMS by typing "FOP {uniqueID} to 66399" within the time period as stated in the SMS.

#### Example:

If Mr A has spent RM550 at merchant XYZ, he will receive an instant SMS indicating the transaction details and a random 6-digit unique ID, e.g. 123456. If he is interested to apply for Smart card 0% FOP Plus, he should reply SMS with "FOP 123456" to 66399.

- 8. The minimum amount of any retail purchase that will be eligible for conversion under Smart card 0% FlexiPay Plus offer is RM500.
- 9. 0% p.a Interest Rate is applicable for a tenure for six (6) months only.





- 10. Retail transactions exclude cash advances, cash withdrawals, charges for cash advance or cash withdrawals, annual fees, interest, finance charges, late payments fees, disputed transactions, Balance Transfer/ Balance Transfer Plus, Flexi-on-Balance/ Flexi-on-Balance Plus, FlexiPay/ FlexiPay Plus, Cheque-On-Call and Cheque-On-Call Plus and carried forward balances.
- 11. A purchase is eligible for conversion under Smart card FlexiPay Plus offer if:
  - a) it has been debited to your credit card account,
  - b) it has been recorded as part of the current outstanding balance due in the current statement, and
  - c) it has not passed its payment due date at the point of application.
- 12. The approval of your application will be subject to:
  - a) the status of your credit card account; and
  - b) the status if the transaction whether there is any dispute or reversal of the transaction at the point of conversion.
- 13. Once you have responded to the invitation SMS as stated in clause 7 above, it is deemed as your unconditional acceptance of the terms and conditions mentioned herein and you will be bound by the same regardless whether your application is approved or not.
- 14. You may participate more than once in the Smart card FlexiPay Plus offer subject to the number of SMS invitations received and subject to these terms.
- 15. Only mobile number registered in Malaysia will receive the SMS. Eligible Cardholder who has non-Malaysia registered mobile number will not receive the SMS.
- 16. Each SMS response must be sent using the Eligible Cardholder's mobile number registered with and maintained in the Bank's records. The Eligible Cardholder shall be solely responsible for their own mobile operator's network charges for the sending and receiving of any SMS related to this programme.
- 17. The Bank are not responsible for any failure or delay in the transmission of the SMS by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.

### IMPORTANT NOTES:

Only SMS sent via Maxis, Celcom, Digi, U Mobile, XOX, P1 or WeBe mobile operators will be accepted by the Bank's SMS Service Provider. There can be significant delays in sending or receiving of any SMS. The Bank will not be responsible for any delay or failure in the sending or receiving of any SMS or any resulting failed sent or received. No appeals on such failed SMS sent or received will be entertained.

- 18. We will open a PLC account for the Smart card FlexiPay Plus offer, bearing a serial number starting with 9458-xxxx-xxxx. The PLC account will be combined with your existing credit card account.
- 19. The existing credit limit approved for your credit card account remains unchanged and will be shared with this PLC account jointly with all other supplementary cards issued. Your PLC account will be used to indicate the monthly instalment amount payable by you. No physical card or PIN will be issued.
- 20. On approval of the application, we will debit your PLC account with the instalment payable each month throughout the duration of the Smart card FlexiPay Plus offer.



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- 21. In the event you do not agree to the details of the offer or you have dispute any transactions which you have already converted into Smart card FlexiPay Plus offer, you are required to call the Bank and to cancel the application within 15 days from the date of set up of offer, failing which you shall have deemed to have accepted the offer and the terms and conditions herein and be liable to pay interest on the conversion amount from the date of the set up of offer. If the request for closure is made after 15 days of the conversion, the request will not be entertained by the Bank.
- 22. If you choose to settle the Smart card FlexiPay Plus offer in full ahead of the agreed term, you must still pay the total outstanding balance. The outstanding balance is the remaining monthly instalments (comprising outstanding principal and interest) payable for the entire term as originally agreed.
- 23. Total interest is calculated by multiplying the transaction amount stated in the SMS with the applicable flat interest rate per annum. The flat interest rate charged on the conversion shall be determine by the Bank at the Bank's sole discretion based on the Bank's usual practice. For this programme, the Smart card FlexiPay Plus offer term is fixed at six (6) months. However, we have the right to determine the proportion which relates to the payment of principal and the interest amount from each installment paid to us, this is to provide you with the ease of paying the same monthly installments throughout the installment period. We will calculate this proportion using the effective interest rate, on a reducing balance basis.
- 24. For FlexiPay Plus you must pay the full amount of the monthly instalment due to the PLC account each month but if we do not receive the payment in full on or before the payment due date specified in the statement, then we will levy the prevailing finance charge on the outstanding balance of the monthly instalment amount from the posting date until the date of full settlement.
- 25. If your credit card is terminated, you must settle all balances due under the Real-Time-Offer FlexiPay Plus upon termination. If you fail to do so, the prevailing charge will be levied on the outstanding balance.

### General

- 26. We are not liable for any inadequate, defective, or damaged goods, unsatisfactory services paid for under Real-Time-Offer FlexiPay Plus, nor will we be concerned with any dispute between you and the suppliers and / or merchants of those goods and services. You authorise us to continue to debit the monthly instalments to your PLC account regardless of any such dispute. This authorisation cannot be revoked. You are responsible to satisfy yourself as to the state and condition of goods and / or services at the time of the purchase.
- 27. The Bank's records of details and transactions are final and conclusive for purposes of this Campaign.
- 28. The Bank's decisions relating to this Campaign are final and binding all participants. If any matters, dispute or claim arise which are not covered in these Terms and Conditions, they will be determined by the Bank.
- 29. The Bank may vary any of these Terms and Conditions and extend the Campaign Period. Any such change will be announced on the Bank's website at sc.com/my, and in the Bank's branches.
- 30. By participating in the Campaign, all participants:
  - (i) agree to participate in any interviews or other publicity events required by the Bank;
  - (ii) consent for the Bank to disclose or publish their personal information such as their names and identities and any general information that the Bank sees fit about the participants or their account(s) in any media, marketing or advertising materials; and

## **PUBLIC**



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- (iii) grant the Bank the absolute and unrestricted right to modify, use and/or publish any still or moving image of the participants for any campaign, marketing, commercial or other related purpose, without any payment or compensation.
- 36. The Campaign and these Terms and Conditions are governed by the laws of Malaysia. The participants agree that the Courts of Malaysia have jurisdiction over all matters arising from this Campaign.

### Meaning of words

PLC account means private label account, which is an account designated for certain designated for certain programmes such as balance transfer/ balance transfer plus, FlexiPay/FlexiPay Plus, Flexi-On-Balance/Flexi-On-Balance Plus and Cheque-On-Call/Cheque-On-Call Plus. A separate PLC account will be used for each application under the respective programmes.