

## Terms and conditions governing the OCBC Marketing Consent Submission Lucky Draw (the "Promotion")

- The OCBC Marketing Consent Submission Lucky Draw (the "Draw") is open only to selected individual customers ("Customers") of Oversea-Chinese Banking Corporation Limited ("OCBC Bank") who maintain personal accounts (single or joint-alternate account) with OCBC Bank. For the avoidance of doubt, corporate and business accounts are excluded from the Draw.
- 2. A Customer who successfully submits a marketing consent successfully via www.ocbc.com/pdpa\_consent (the "Submission") is eligible under this Promotion to participate in the Draw (each, an "Eligible Customer"). The Submission must be in accordance to the Customer's registered ID with OCBC Bank. For Singaporean Customers, this Submission must be made with Singapore NRIC and date of birth. For foreign Customers, the Submission must be made with the passport number as per OCBC Bank's records and date of birth.
- 3. The Submission will allow the OCBC Group, its business partners and agents to send you marketing updates by calling, sending SMSes and other phone number based messaging regardless of the Customer's existing registrations with the national Do-Not–Call or Do–Not SMS registries and or any prior instructions the Customer may have given to us in respect of how we may communicate with the Customer.
- 4. Customers must not have withdrawn the marketing consent given through the Submission at any point of the Draw. Customers who subsequently withdraw marketing consent from OCBC Bank will be disqualified from the Draw.
- 5. Each winner will receive one Apple iPad Air (Wifi 32GB) worth \$\$828 (the "Prize").
- 6. The Promotion Period will be from 1 September to 30 September 2014 (both dates inclusive) or such other date(s) as may be determined and notified by OCBC Bank in its sole and absolute discretion from time to time without prior notice in whatever mode of communication as OCBC Bank deems fit. ("Promotion Period").
- 7. The Draw will be conducted on 15 October 2014 (the "Draw Date") at 4.00pm at OCBC Centre Branch, Banking Hall, with a total of 3 winners to be picked from the qualifying period.
- 8. All employees of OCBC Bank, its subsidiaries, their immediate family members, employees of any partners, sponsors and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in organising or the conduct of the Draw as determined by OCBC Bank, shall not be eligible for the Draw.
- 9. Winners will be picked at random by OCBC Bank (by manual or computerized means as OCBC Bank may determine) in the presence of its' auditors. OCBC Bank reserves the right to draw reserve winners to replace any winner who is or may be subsequently found to be ineligible or disqualified.



- 10. Winners of the Draw will be contacted by mail within 14 days of the Draw Date, and notification letters with information on how to redeem the prizes will be mailed to the winners within 14 working days of the Draw Date. Under the Promotion, each winner is entitled to only 1 prize.
- 11. Prizes may not be exchanged for cash or other items. Each winner shall enjoy his Prize subject to any terms and conditions that OCBC Bank may impose.
- 12. If OCBC Bank subsequently determines that a person is not eligible for the prize, for any reason whatsoever, OCBC Bank may at its' discretion reclaim the prize and award it to such person(s) or deal with it in any manner as it deems fit.
- 13. OCBC Bank reserves the right to disqualify any person from the Draw whom in the opinion of OCBC Bank (which opinion shall be final and binding upon such person) has committed any fraud or breached any of these terms and conditions.
- 14. No person shall be entitled to any payment or compensation from OCBC Bank should any prize be forfeited or reclaimed.
- 15. OCBC Bank reserves the right to suspend, withdraw or terminate the Draw at any time without notice. OCBC Bank shall not be liable to any person for any loss or damage arising in connection with the Draw, including without limitation, any error in computing and chances, any breakdown or malfunctions in any computer systems or equipment. Without prejudice to the generality of the foregoing, OCBC Bank assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
- 16. The decision of OCBC Bank on all matters relating to the Draw and these terms and conditions shall be final, binding and conclusive on all participants, including without limitation, any decision on the eligibility of any person or cancellation or suspension of the Draw. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record of the entries, allocated chances and/or the Draw shall be final, binding and conclusive for all purposes and in any legal proceedings. No correspondence or appeal will be entertained.
- 17. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional materials relating to the Draw, these terms and conditions shall prevail.
- 18. OCBC Bank may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OCBC Bank shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of Eligible Customers and any dates in connection with the Draw. OCBC Bank shall not, to the extent



permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters or arising from these terms and conditions or the Draw or the prize.

- 19. All customer contact details provided pursuant to the Draw may be used by OCBC Bank in its sole discretion for future marketing related programs. Without prejudice to these terms and conditions, all participants in the Draw expressly and irrevocably permit and authorise OCBC Bank to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Draw.
- 20. These terms and conditions shall be governed by the laws of Singapore and the participants in the Draw irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 21. OCBC Bank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of any prize. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any prize by any person. OCBC Bank reserves the right to replace the prize with any other item of similar value.
- 22. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions. Without prejudice to the generality of the above, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.