



## Terms and Conditions Governing OCBC Affinity Programme

The OCBC Affinity programme (“Programme”) is an OCBC groupwide loyalty programme administered by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) for selected customers (collectively, “Affinity Members”) of OCBC Bank, OCBC Securities Pte Ltd (“OCBC Securities”) and/or the Great Eastern Life Assurance Company Limited, together with the Great Eastern group of companies (including the Great Eastern Life Assurance Company Limited and Great Eastern Financial Advisers Private Limited and their respective related corporations) (collectively “Great Eastern Life”) pursuant to the terms and conditions set out below.

For the purpose of these terms and conditions, an “Affiliate” of any entity shall include its related corporations, as well as their respective representatives and/or agents (“Representatives”), and OCBC Bank, OCBC Securities and Great Eastern Life, together with their respective Affiliates, Representatives and service providers, are collectively known as “OCBC Affinity Group”, and each an “OCBC Affinity Group Member”).

Each OCBC Affinity Group Member will provide the Affinity Members from time to time and at its discretion, information and/or updates on products, services and promotions offered under the Programme. By signing up for, participating in or accepting any such product, service and/or promotion, the Affinity Member agrees to be part of the Programme, and accepts and agrees to be bound by these terms and conditions.

### 1. ELIGIBILITY

The Programme is by invitation only. Each OCBC Affinity Group Member is entitled to select and invite its selected customers to be an Affinity Member, based on eligibility criteria determined by such OCBC Affinity Group Member at its sole discretion.

### 2. PROGRAMME MEMBERSHIP

- 2.1 Membership to the Programme expires on the actual date or the last day of the calendar year indicated on the Programme membership card sent to the Affinity Member, whichever is later. Thereafter, renewal of membership is at the sole discretion of the OCBC Affinity Group.
- 2.2 Programme membership is non-transferrable and the Programme benefits are only applicable to the Affinity Member unless otherwise stated.

### 3. CONSENT TO DISCLOSURE OF INFORMATION

- 3.1 Affinity Members invited by OCBC Securities and Great Eastern Life to join the Programme authorise OCBC Securities and Great Eastern Life respectively to share with, give, disclose, divulge or reveal any information relating to him/her and his/her account(s) or any other information (including transaction information) to any other OCBC Affinity Group Member and the information received by the said OCBC Affinity Group Member can be shared with or disclosed between the OCBC Affinity Group Members, and to any third party (including the branches, subsidiaries, representative offices, affiliates and agents of the OCBC Affinity Group Member and third parties selected by any of them wherever situated) for the purposes of each OCBC Affinity Group Member identifying benefits, products or services which may be offered under the Programme, administering the Programme, providing updates and information on products and services, and operating the Programme generally. These consents are in addition to and not in substitution of

any consent to disclosure of information and other prior consents the Affinity Member may have provided to each OCBC Affinity Group Member, and subject to the above, each Affinity Member further consents to the collection, use and disclosure of the Affinity Member's personal data for the above purposes by and/or between each of the OCBC Affinity Group Members. The OCBC Affinity Group Members' rights and abilities under this Clause shall be in addition and without prejudice to their other rights under and pursuant to any other agreement between each OCBC Affinity Group Member and the Affinity Member, and nothing herein is to be construed as limiting any of those other rights.

- 3.2 If the Affinity Member wishes to withdraw the aforesaid consent from any or all OCBC Affinity Group Members, he/she can do so by contacting any OCBC Affinity Group Member to notify it of such withdrawal. The Affinity Member agrees and acknowledges that upon such withdrawal of consent from any OCBC Affinity Group Member, this will be deemed as a withdrawal from the Programme as a whole and the Affinity Member's participation in the Programme will be terminated accordingly. Further, for the avoidance of doubt, the foregoing withdrawal of consent from any OCBC Affinity Group Member in relation to and for the purpose of the Programme does not prejudice, limit, restrict or affect any other consent to disclosure of information or other prior consents or rights that the Affinity Member may have provided or granted to the OCBC Affinity Group Member for any other purpose.

#### **4. AFFINITY BENEFITS**

- 4.1 Each OCBC Affinity Group Member may, as part of the Programme, provide the Affinity Members, from time to time and at its discretion, information and/or updates on products, services and promotions offered by OCBC Affinity Group via e-mail, post and other modes of communication. In this connection, the Affinity Member requests, authorises and consents to each of the OCBC Affinity Group Members, their employees and representatives contacting the Affinity Member via these modes of communication to provide such information and/or updates.
- 4.2 As part of the Programme offering, exclusive product, service and promotion offerings and benefits may be availed to the Affinity Members through any OCBC Affinity Group Member. Affinity Members will be subject to the specific terms and conditions governing such products, services and promotions.
- 4.3 Each OCBC Affinity Group Member shall have the right to update/change/replace the product, service and promotion benefits that are available to Affinity Members at its own discretion from time to time upon written notice to the Affinity Member. The Affinity Member's continued enrolment or participation in the benefits of the Programme after such notification shall constitute the Affinity Member's consent and agreement to the same.

#### **5. GENERAL**

- 5.1 All benefits shall be accepted on an "as is" basis. OCBC Affinity Group and each OCBC Affinity Group Member gives no representation or warranty whatsoever as to the quality, merchantability or fitness for purpose or any other implied terms or conditions with respect to any benefit. Notwithstanding anything herein, OCBC Affinity Group and each OCBC Affinity Group Member shall not at any time be responsible or held liable for any defect or malfunction in any benefit, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any benefit by any person. All benefits made available to Affinity Members pursuant to the terms and conditions of the Programme are not exchangeable or refundable for cash, credit or kind.

- 5.2 OCBC Affinity Group and each OCBC Affinity Group Member shall have the right to use agents, contractors or correspondents or any other third party as it deems appropriate in its sole and absolute discretion to administer and/or implement the Programme and its benefits and OCBC Affinity Group and each OCBC Affinity Group Member shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors, correspondents or third parties.
- 5.3 OCBC Affinity Group and each OCBC Affinity Group Member shall not be liable to any Affinity Members or any other persons for any loss or damage arising in connection with the Programme, including without limitation, any error in computing any chances, any breakdown or malfunction in any computer system or equipment. Without prejudice to the generality of the foregoing, OCBC Affinity Group and each OCBC Affinity Group Member assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
- 5.4 The decision of OCBC Affinity Group on all matters relating to the Programme shall be final and binding on all Affinity Members of the Programme, including, without limitation, any generality of the foregoing, OCBC Affinity Group's record(s) relating to the Programme shall be final, binding and conclusive for all purposes and in any legal proceedings. No correspondence will be entertained.
- 5.5 OCBC Affinity Group may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify the terms and conditions of the Programme at any time, including the eligibility criteria for and benefits of the Programme, without prior notice to the Affinity Members.
- 5.6 In the event of any inconsistency between terms and conditions and any brochure, marketing or promotional materials relating to Programme, the terms and conditions of the Programme as set out herein shall prevail.
- 5.7 OCBC Affinity Group is entitled to terminate the membership of any Affinity Member without prior notice and assignment of any reason.
- 5.8 OCBC Affinity Group and each OCBC Affinity Group Member assumes no responsibility for any of the contents found on third party websites referred to in the terms and conditions of the Programme, and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such sites. OCBC Affinity Group and each OCBC Affinity Group Member does not have control of such websites and the reference to any such websites in these terms and conditions does not mean that OCBC Affinity Group or each OCBC Affinity Group Member endorse the material on such websites or has any association with the owner thereof.
- 5.9 A person who is not a party to the terms and conditions of the Programme has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any term or condition of the Programme.
- 5.10 The terms and conditions of this Programme shall be governed by and construed in accordance with the laws of Singapore, and the Affinity members irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.