

TERMS AND CONDITIONS GOVERNING NETS QR CASH BACK PROMOTION

1. The NETS QR CASH BACK PROMOTION (the “**Promotion**”) is open to individuals who meet all the following conditions (“**Customers**” or each “**Customer**”):
 - (i) are holders of a personal current and/or savings account with Overseas-Chinese Banking Corporation Limited (“**OCBC Bank**”) in Singapore (“**Eligible Account**”); and
 - (ii) are users of the OCBC Pay Anyone mobile application (“**OCBC Pay Anyone™**”) in Singapore; and
 - (iii) whose Eligible Account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by OCBC Bank in its sole and absolute discretion.
2. This Promotion is valid from **29 August 2017 to 15 November 2017** (“**Promotion Period**”).
3. The Promotion is only applicable to customers who make a payment using the OCBC Pay Anyone App at any store that supports NETS QR payment.
4. Cash back amount is \$5 per Eligible Customer. An Eligible customer is only eligible to receive the prize once during the Promotion Period.
5. “**Eligible Customer**” refers to the person who meets all of the following criteria:
 - a. Holds at least one OCBC personal current and /or savings account(s).
 - b. Sixteen (16) years or above;
 - c. Made at least one Qualifying Transaction for NETS QR at Participating Merchants (defined below) via the OCBC Pay Anyone™ app; AND
 - d. Is not otherwise ineligible or disqualified under these terms and conditions.
6. To participate in the Promotion, these are the qualifying criteria:
 - a. A customer must make at least one purchase using the OCBC Pay Anyone™ app to a “Qualifying Merchant” (defined below) from their OCBC personal current and /or savings account(s), using NETS QR code payment (“Qualifying Transaction”)
 - b. The Qualifying Transactions must be made successfully during the Promotion Period, both dates inclusive
 - c. “Qualifying Merchant” refer to merchants in Singapore that accepts NETS QR code payment.
 - d. The promotion is only valid for any outlets of the Qualifying Merchants in Singapore, not extended to their international outlets.
 - e. During the Promotion Period, Eligible Customers can make more than One Qualifying Transaction but are only eligible for one cash back. For example, if you make 2 Qualifying Transactions at Tanjong Pagar Plaza Food Centre and Marks and Spencer consecutively, you will receive only ONE cash back for the first Qualifying Transactions, which was made at Tanjong Pagar Plaza Food Centre.
 - f. The promotion is only valid for the first 16,000 Customers to have made at least one Qualifying Transaction during the Promotion Period
 - g. The promotion does not require a minimum spend on the transaction.
7. The cash back earned will be credited in the Eligible Customer’s account used with the OCBC Pay Anyone™ App by 31 January 2018.
8. Without limiting to the generality of this provision, the following persons are not eligible for the Promotion:

- (i) Customers whose Eligible Account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 29 August 2017 and 31 January 2018 (both dates inclusive);
 - (ii) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them;
 - (iii) Persons whose Eligible Accounts are not active, valid, subsisting or in good standing or which are otherwise determined by OCBC Bank in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by OCBC Bank at its discretion; and
 - (iv) Any other persons as OCBC Bank may decide to exclude at its discretion without notice and without furnishing any reason.
9. Participation in the Promotion is subject to these Terms and Conditions and the Customers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Customers shall indemnify OCBC Bank for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by OCBC Bank in connection with any breach of these Terms and Conditions.
10. The prevailing terms and conditions under the OCBC Bank Customer Agreement (“Standard Terms”) will continue to apply and be binding on the Customers. Please visit ocbc.com.sg for the Standard Terms. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
11. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.
12. OCBC Bank shall not be liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of OCBC Bank.
13. OCBC Bank shall not be responsible for:-
- (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Customer being omitted (whether from being posted to the Customer’s account and/or captured in OCBC Bank’s system or otherwise) during the Promotion Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Accounts or being captured in OCBC Bank’s system; or
 - (iii) any breakdown or malfunction in any computer system or equipment.
14. OCBC Bank shall not be responsible for any loss to or expenses of any Customer or any other person in connection with the Promotion, howsoever arising.
15. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.

16. OCBC Bank's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customer. OCBC Bank shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
17. Notwithstanding anything in these Terms and Conditions, OCBC Bank reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Customer, and all Customers shall be bound by these amendments.
18. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, OCBC Bank makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
19. A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
20. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Customers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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