

Terms and conditions governing the agoda.com Lucky Draw ("Draw")

"You" refers to the customer. "We/ us" refers to OCBC.

Promotion

- 1. The agoda.com Lucky Draw runs between 1 May 2017 Singapore Time (SGT) 00:01 till 31 May 2017 SGT 23:59 (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").
- 2. To qualify for the Draw, you must charge a minimum of S\$50 to your OCBC Credit or Debit Card during the Promotion Period and satisfy these terms and conditions.

Eligibility

- 3. You are eligible to participate in the Draw ("Eligible Cardmembers") if:
 - a. You are an existing OCBC Credit or Debit Cardmember;
 - b. Your OCBC Credit or Debit Card account is valid and in good standing ("OCBC Card");
 - c. Your OCBC Card is issued in Singapore; and
 - d. You have charged at least \$\$50 on agoda.com for hotel bookings (refer to Clause 17 & 18) ("Qualifying Transactions") to your OCBC Card (other than Private Label cards, Corporate Cards and Business Cards)
- 4. Qualifying Transactions performed on a Supplementary credit card will be rolled up under and aggregated with the Principal OCBC Credit Cardmember.
- 5. 1 chance will be accumulated for every S\$50 Qualifying Transaction performed during the Promotion Period. There is no limit to the number of chances that can be allocated to an Eligible Cardmember.
- 6. Chances awarded are based on the amount charged (in Singapore Dollars), rounded down to the nearest hundred. Example:

Spend Scenario	Amount Rounded To	No. of Chances
Charge S\$419.60 on agoda.com	S\$400.00	8
Charge S\$1,089.80 on agoda.com	\$\$1,000.00	20

- 7. OCBC Bank's decision on the number of chances you receive will be final and conclusive.
- 8. Chances allocated to Eligible Cardmembers are non-assignable or transferrable.



- 9. You are not eligible to participate in the Draw if
 - a. Your OCBC Card is suspended, cancelled or terminated by us for any reason before or during the Draw, even if your other OCBC Credit or Debit cards may not have been suspended, cancelled or terminated; or
 - b. You are an employee of Oversea-Chinese Banking Corporation Limited or Agoda Company Pte Ltd, or 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 organizing or the conduct of the Draw as determined by OCBC Bank in its sole discretion.

Prizes

- 10. 5 winners will be chosen at the end of the campaign to receive the respective hotel staycation packages ("Prizes").
- 11. The Prizes are as follow:
 - (A) 1st Prize (1 winner): 2 nights stay at Mandarin Orchard Singapore (worth S\$600++) Room Type: Superior Deluxe
 Validity: 1 June – 31 December 2017 (For bookings on Friday to Sunday only)
 - (B) 2nd Prize (2 winners): 1 night stay at M Social Singapore (worth S\$588++) Room Type: Alcove Room Validity: 1 June – 31 December 2017
 - (C) 3rd Prize (2 winners): 1 night stay at Royal Plaza on Scotts (worth S\$284++) Room Type: Superior Room
 Validity: 1 June – 30 December 2017 (For bookings on Friday to Sunday only)
 Blackout dates are as follow:
 - 24, 25 June 2017
 - 14 to 17 September 2017 (both dates inclusive),
 - 23 to 27 October 2017 (both dates inclusive),
 - 24, 25, 31 December 2017
- 12. The Prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or other items.
- 13. Advance reservation and black-out dates apply for each hotel property. Please follow the instructions printed on the voucher.
- 14. Original voucher must be presented upon check-in.
- 15. All Prizes include breakfast for two persons.
- 16. There will be no extension past voucher validity date.



How We Will Determine Qualifying Transactions

- 17. Spend transactions that qualify include:
 - a. Only transactions made on agoda.com and agoda.com/ocbc
 - Such Qualifying Transactions are posted to the relevant OCBC Card Account(s) between 1 May 2017 Singapore Time (SGT) 00:01 till 31 May 2017 SGT 23:59 (both dates inclusive)
- 18. These OCBC Card transactions DO NOT qualify:
 - a. NETS transactions
 - b. Any other fees and charges
- 19. We will decide on the type of transactions which qualify under this promotion.
- 20. OCBC Bank reserves the right to withdraw, cancel or invalidate the Draw chance(s) earned by the Eligible Cardmember without liability in any case of dispute, refunds; or suspension, cancellation, termination of the Card account within six (6) months from 1 May 2017.

Draw

- 21. There are only 5 winners for the Draw.
- 22. 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 on 15 June 2017. 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.
- 23. The winners of the Draw will be notified in writing by post with the redemption details before 30 June 2017. In addition to notification via post, we will also contact the winners via telephone (provided that a valid telephone number is registered with us) on 3 July 2017 regarding your winning of the Prize(s).
- 24. If the winners do not acknowledge the Prize(s) by 10 July 2017, OCBC reserves the right and have the absolute discretion to award the Prize to the second reserve winner drawn by us.
- 25. If for any reason, the winners are unable to satisfy any or all of the Prize(s) terms and conditions, they will lose their entitlement(s) to the Prize(s).

General

- 26. Prizes may not be exchanged for cash, credit or other items. Each winner shall enjoy his Prize subject to any terms and conditions that OCBC Bank may impose, including and not limited to, the choice of hotels. OCBC Bank shall not be responsible for any taxes or any surcharges (including peak season surcharges) which may be imposed by hotels and/or other agoda.com.
- 27. 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.

- 28. 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.
- 29. No person shall be entitled to any payment or compensation from OCBC Bank should any Prize be forfeited or reclaimed.
- 30. 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.
- 31. We have the right to end this promotion or change any terms and conditions at any time without giving you notice. This includes changing the rules relating to who is eligible for the promotion and the dates of the promotion.
- 32. If there is any difference between these terms and conditions and any marketing or promotional material relating to the campaign and Draw, these terms and conditions will prevail.
- 33. Our decision on all matters relating to the campaign and the Draw will be final and binding 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.
- 34. 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 Cardmembers 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.
- 35. 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 (the "Participants") 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 carrying out the campaign and the Draw. Without prejudice to the foregoing, by participating in the Draw and this promotion, the Participants confirm that they agreeable to OCBC disclosing their information/personal data (the "Information") to third parties (including without limitation agoda.com) (the "Third Parties") for whatsoever purposes relating to the Draw and this



promotion (including without limitation, for the purposes of tracking who the winners of the Draw and this promotion are as well as for the Third Parties to administer the hotel staycation packages to the winner).

- 36. 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.
- 37. 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.
- 38. The laws of Singapore apply to these terms and conditions, and any disputes between you and us will be dealt with in the courts of Singapore.