

# Terms and conditions governing the OCBC and Caltex Lucky Draw campaign ("Draw")

"You" refers to the customer.

"We/ us" refers to OCBC.

## **Promotion & Eligibility**

- 1. The Draw runs between 01 July 2017 Singapore Time (SGT) 00:01 till 31 August 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"). Under the Draw and subject to these terms and conditions, one winner will stand to win a car and the next 100 winners will stand to win S\$100 IKEA Gift Card each.
- 2. To qualify for the Draw, you must charge a minimum of \$\$50 to your OCBC Credit or Debit Card (other than Private Label cards, Corporate Cards and Business Cards) during the Promotion Period to earn 1 chance to participate in the Draw. However, for OCBC 365 and NTUC Plus!/Plus! Cardmembers, if you charge a minimum of \$\$50 to your OCBC 365 or Plus! Card during the Promotion Period, you will get 2 chances to qualify for the Draw.
- 3. You are entitled to participate under this promotion ("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 nett per transaction to your OCBC Credit or Debit Card (other than Private Label cards, Corporate Cards and Business Cards) on fuels at any Caltex service station in Singapore (the "Qualifying Transactions").
- 4. You are not eligible to enter the Draw if:
  - a. Any of your OCBC Card is suspended, cancelled or terminated by us for any reason before or during the Draw; or
  - b. You are an employee of Oversea-Chinese Banking Corporation Limited or Cycle & Carriage France Pte. Limited, or their subsidiaries, immediate family members, or you are an employee 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.

#### **The Lucky Draw Prizes**

5. There are 2 types of prizes ("Prize") awarded under this Draw:

PRIZE TYPES	PRIZE ITEMS	NO. OF ELIGIBLE WINNERS
Grand Prize	Citroën C4 Picasso 1.6 BLUEHDI 120 EAT6 in Lazuli Blue valued at \$64,999 (excluding COE) ("Citroën C4 Picasso")	1
Consolation Prize	S\$100 IKEA Gift Cards	100

- 6. Each Eligible Cardmember is entitled to a maximum of one (1) Prize only. (Principal and Supplementary Cardmembers shall be counted as one entity.)
- 7. The Prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or other items.
- 8. Acceptance and usage for the respective Prizes are subjected to the respective merchants' terms and conditions. Please refer to merchants for full details if you qualify for the Prize.

### **Participation & Qualification**

- 9. Each Qualified Transaction will entitle an Eligible Customer to earn 1 chance to the Draw. We will look at the total spend incurred by each Eligible Cardmember on Qualified Transactions during the Promotion Period to determine the total number of lucky draw chances each such Eligible Cardmember is entitled to. For instance, if an Eligible Cardmember has spent a total of \$\$500 of Qualified Transactions during the Promotion Period, he/she will be entitled to 10 lucky draw chances.
- 10. 2 chances will be allocated for every \$\$50 Qualifying Transaction performed at Caltex service stations during the Promotion Period on an OCBC 365 or NTUC Plus!/Plus! Card. Similar to Clause 9 above, we will look at the total spend by each OCBC 365 or NTUC Plus!/Plus! Eligible Cardmember on Qualified Transactions during the Promotion Period to determine the total number of lucky draw chances the Cardmember is entitled to. For instance, if an OCBC 365 or Plus! Eligible Cardmember has an accumulated spend of \$\$500 during the Promotion Period, he/she will be entitled to 20 lucky draw chances. As an example:

OCBC CARDS USED	QUALIFIED TRANSACTIONS CHARGED AT CALTEX	NO. OF CHANCES
OCBC 365 Card	S\$320.00	12
OCBC Plus! Card	S\$351.00	14
All Other OCBC Cards (Other than private label cards, corporate and business cards)	S\$280.00	5

- 11. Qualified Transactions made by a Supplementary Credit Cardmember will be added to the Qualified Transactions incurred by the relevant Principal Credit Cardmember in order to determine the total amount of Qualified Transactions incurred.
- 12. 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 July 2017.
- 13. Chances allocated to Eligible Cardmembers are non-assignable or transferrable.
- 14. OCBC Bank's decision on the number of chances an Eligible Customer can receive will be final and conclusive.

#### **Draw**

- 15. The sole winner for the Citroën C4 Picasso valued at \$64,999 (excluding COE) and the next 100 winners for the S\$100 IKEA Gift Card 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 22 September 2017. OCBC Bank reserves the right to draw reserve winner to replace any winner who is or may be subsequently found to be ineligible or disqualified.
- 16. The winner of the Citroën C4 Picasso under the Draw will be notified in writing by post on or before 11 October 2017. In addition to notifying you via post, he/she will also be contacted via telephone (provided that a valid telephone number is registered with us) by 6 October 2017 regarding such winner's winning of the Citroën C4 Picasso.
- 17. The 100 winners of the S\$100 IKEA Gift Card each under the Draw will be notified via SMS from OCBC by 11 October 2017, informing him/her on the redemption details. Redemption period is from 12 October to 31 October 2017. Please refer to Clause 22 and 23 for more details.
- 18. If the winner of the Citroën C4 Picasso does not acknowledge the relevant Prize he/she has won by the stipulated period in the notification letter, OCBC reserves the right and has the absolute discretion to award that Prize to the next reserve winner drawn by us.
- 19. The winner of the Citroën C4 Picasso is deemed to have agreed to the relevant terms and conditions governing the acceptance of the Citroen C4 Picasso as set out in the notification letter. The winner must register and take delivery of the car prize before 21 November 2017 ("Registration Deadline"). Any extension beyond the Registration Deadline shall be at Cycle & Carriage France Pte. Limited's sole discretion and subject to such other terms and conditions as Cycle & Carriage France Pte. Limited may stipulate.
- 20. If for any reason, the winner is unable to satisfy any or all of the terms and conditions set out herein, he/she will lose his/her entitlement to the relevant Prize.
- 21. Chevron Singapore Pte. Ltd. is not a joint promoter of this Draw and does not process, collect or in any way deal with the personal data collected pursuant to this Draw.

## Where to redeem the S\$100 IKEA Gift Card

22. You can make your \$\$100 Gift Card redemption personally from 12 October to 31 October 2017 at the below location:

176 Orchard Road
The Centrepoint #01-57
Singapore 238843
Operating hours: 11am – 8pm (Monday – Sunday)

- 23. You must bring along all the items below:
  - your original NRIC
  - the successful SMS reply

#### General

- 24. Prizes may not be exchanged for cash, credit or other items. Each winner shall receive his/her Prize subject to these terms and conditions and/or such other terms and conditions that OCBC Bank may impose.
- 25. If OCBC Bank subsequently determines that a person is not eligible for any of the Prizes, for any reason whatsoever, OCBC Bank may at its' discretion reclaim the Prize(s) and award it to such person(s) or deal with it in any manner as it deems fit.
- 26. 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.
- 27. No person shall be entitled to any payment or compensation from OCBC Bank should any Prize be forfeited or reclaimed.
- 28. 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.
- 29. 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.
- 30. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to the campaign and Draw, these terms and conditions will prevail.
- 31. 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.

- 32. 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 Prizes.
- 33. All customer contact details provided pursuant to the Draw may be used by OCBC Bank in its sole discretion for future marketing related program and purposes. Without prejudice to these terms and conditions, all participants in the Draw (the "Participants") expressly and irrevocably permit and authorize OCBC Bank to disclose, reveal and divulge their information and personal data (the "Data") to any third parties (including, without limitation, Cycle & Carriage France Pte. Limited ("CCF") and the parties involved in organising, promoting and carrying out the campaign and the Draw) for whatsoever purposes relating to the Draw and this promotion (the "Purposes"). Without prejudice to such other rights OCBC Bank may have and for the avoidance of doubt, each Participant agrees and consents to OCBC Bank collecting, using and disclosing his/her Data for any of the Purposes.
- 34. 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.
- 35. CCF is not obligated to register the Citroën C4 Picasso in the name of any other person other than OCBC or the relevant winner. Any request by OCBC or the relevant winner for the Citroen C4 Picasso to be registered in another person's name shall be subject to CCF's discretion, and receipt by CCF of such documents as CCF may require, including an irrevocable written authorization.
- 36. If the winner of the Citroën C4 Picasso is under 21 years old, he/she will be allowed to transfer the car if he/she so wishes, to his/her nominee provided that an irrevocable written authorization and such other documents as CCF may require are furnished.
- 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.