

Terms & Conditions governing the Business Foreign Accounts Campaign 2024 (the "Promotion")

Promotion Period

The Promotion shall run from 6 March 2024 to 31 August 2024 (both dates inclusive) or such other date(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank" or the "Bank") at its sole and absolute discretion (the "Promotion Period").

Eligibility

- 2. To qualify for and participate in this Promotion and enjoy the Promotion Benefits (as defined in Clause 4):
 - a. You must be a new customer of the Bank. In other words, you must not hold, or have held any business account(s) with the Bank before;
 - b. The company must be incorporated outside of Singapore.
 - c. You must have successfully applied to the Bank for the Promotion and open one (1) or more of the following eligible current account(s) (each an "Eligible Account") during the Promotion Period:
 - i. OCBC Business Foreign Account;
 - ii. OCBC Multi-Currency Business Account;

For the avoidance of doubt, the Promotion Benefits will continue to apply to each Eligible Customer notwithstanding the end of the Promotion Period until otherwise informed by the Bank. The Promotion Benefits are not transferable and are only intended for Eligible Customers.

Definitions

- 3. For the purposes of the Promotion and these Promotion terms and conditions:
 - a. "Eligible Customer" means any customer of OCBC Bank who fulfils the criteria stated in Clause 2 and collectively all such customers shall be known as the "Eligible Customers";
 - b. "**Promotion Benefits**" means the reduced account set up fee (as set out in Clause 4 below).



Reduced account setup fee

- 4. An Eligible Customer who setup an Eligible Account (as defined in clause 2) will be entitled to a reduced setup fee of USD1200.
 - i. The Promotional Rate excludes any additional charges where applicable.

Other Terms and Conditions

5. All account opening applications are subject to approval by the Bank at its sole discretion. The Bank shall not be required to give any reason for or prior notice of the rejection of any account opening application and it shall not be liable or responsible for any rejection of any account.

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- 7. In the event that any person entitled to the Promotion Benefits is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Promotion benefits.
- 8. OCBC Bank reserves the right in its sole and absolute discretion to determine whether an Eligible Customer qualifies for this Promotion. If OCBC Bank in its sole and absolute discretion decides that any Eligible Customer does not fulfil the criteria stated in Clause 2 above, the Promotion Benefits will not be accorded to that particular Eligible Customer.
- 9. If any Eligible Customer is subsequently discovered to be in breach of any of these terms and conditions, or ineligible to participate in the Promotion or to enjoy the Promotion Benefits (which eligibility shall be determined at the sole and absolute discretion of OCBC Bank), OCBC Bank reserves the right to forfeit, withdraw or reclaim the Promotion Benefits at any time. No person shall be entitled to any payment or compensation from OCBC Bank should any Promotion benefits be forfeited or withdrawn, if any Promotion Benefits are reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Promotion benefits for whatsoever reasons.
- 10. OCBC Bank reserves the right to substitute or replace the Promotion Benefits with any item of similar value at its sole discretion without notice to any person.

Data Protection and Consent

- 11. By participating in the Promotion, the Eligible Customer acknowledges and agrees that OCBC Bank, may collect, use, disclose and/or process data (which may include without limitation, personal data) relating to the Eligible Customer, such as, without limitation, the details and business contact information of the Eligible Customer and/or the Eligible Customer's representative(s) (collectively, "Customer Data"). Such Customer Data may be collected, used, disclosed and/or processed for:
 - a. the purpose of determining the eligibility of the Eligible Customer to participate in the Promotion;



- b. the purpose of managing, administrating and conducting the Promotion;
- c. the fulfilment and delivery of the Promotion Benefits to the Eligible Customer, where applicable; and
- d. such other purposes as may be set out in OCBC Bank's respective data protection policies and/or privacy policies, (collectively, the "**Purposes**").
- 12. In providing any Customer Data to OCBC Bank in the course of the Promotion, the Eligible Customer represents and warrants that:
 - a. such Customer Data is accurate, complete and true; and
 - b. where Customer Data relates to an individual (for example, the Eligible Customer's representative(s)), the Eligible Customer has the valid authority and consent from such individuals to act on their behalf and provide such Customer Data to OCBC Bank to collect, use, disclose and process for the Purposes.
- 13. OCBC will collect, use, and disclose any personal data in accordance with the Singapore Personal Data Protection Act 2012 and the OCBC Data Protection Policy, available at: https://www.ocbc.com/business-banking/bank-policies.

General

- 14. By participating in the Promotion, the participant shall be deemed to have read, understood and accepted these terms and conditions.
- 15. The eligibility of any Eligible Customer to receive the Promotion Benefits shall be determined at the sole and absolute discretion of OCBC Bank.
- 16. OCBC Bank reserves the right to, at its sole and absolute discretion and at any time without notice, modify, revise, vary, delete or add to any of these terms and conditions or extend, terminate, withdraw or modify the Promotion, including without limitation, the eligibility criteria and the dates of the Promotion.
- 17. OCBC Bank reserves the right to determine, in its sole and absolute discretion, all matters arising out of, relating to or about the Promotion. OCBC Bank's decisions on all matters arising out of, relating to or about to the Promotion shall be final and binding on all participants of the Promotion (and OCBC shall not be obliged to disclose its reasons). No correspondence or appeal shall be entertained by OCBC Bank.
- 18. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 19. The terms and conditions of the Promotion are to be read in conjunction with the Business Account Terms and Conditions. If there is any inconsistency between the Business Account Terms and Conditions and the Promotion terms and conditions, the latter shall prevail to the extent of such inconsistency.
- 20. To the fullest extent permitted by law, OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising,



- any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
- 21. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.
- 22. All information is correct at the time of publication.