

Terms & Conditions Governing OCBC Business App Transact Campaign (the “Campaign”)

Campaign Period

1. The campaign period shall run from **2nd May 2023 to 31st May 2023** (both dates inclusive), or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) at its absolute discretion (the “**Campaign Period**”).

Eligibility

2. You will qualify for the Campaign if:
 - i. you maintain an OCBC Account for the entire duration of the Campaign Period; and
 - ii. you have received an email from OCBC Bank inviting you to participate in the Campaign (please note that the invitation to participate in this Campaign is not transferrable);

(each an “**Eligible Company**” and collectively the “**Eligible Companies**”).

Definitions

3. For the purposes of the Campaign and these terms and conditions:
 - i. “**Eligible Transaction**” refers to any payment made by an Eligible Company through the OCBC Business app to another party;
 - ii. “**OCBC Account**” means a current account held with OCBC Bank.

Promotion Mechanics

4. An Eligible Company which makes at least 3 Eligible Transactions within the Campaign Period will receive a cash incentive of S\$10 each (the “**Reward**”), subject to these terms and conditions.
5. The Campaign is limited to the first 500 Eligible Companies which meet the conditions set out in these terms and conditions during the Campaign Period. For the avoidance of doubt, in the event that any person entitled to the Reward is subsequently found to be ineligible for the Campaign, OCBC Bank shall not be obligated or liable to provide the Reward to another Eligible Company.
6. An Eligible Company is only entitled to receive the Reward once under this Campaign.
7. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as an Eligible Transaction under the Campaign. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered a valid Eligible Transaction, the Reward will not be awarded.

Rewards

8. An Eligible Company which qualifies to receive the Reward (the “**Qualifying Company**”) will receive it by 31st June 2023, or such other timing as may be determined by OCBC Bank in its absolute discretion.
9. The Reward will be credited directly into any of the Qualifying Company’s OCBC Accounts. Such crediting shall be made via such medium of transfer as may be determined by OCBC Bank at its absolute discretion. If the relevant OCBC Account for the Reward to be credited into is a foreign currency account, the Reward shall be credited in the respective foreign currency as converted from Singapore Dollars, which conversion shall be based on OCBC Bank’s prevailing exchange rates.

10. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any cashback awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
11. OCBC Bank reserves the right to claw-back the Reward or request any Eligible Company to repay to or compensate OCBC Bank the value of the Reward if the Eligible Company closes his/her accounts with OCBC Bank within six (6) months from the end of, the Campaign Period. Further, if any Eligible Company is subsequently discovered to be in breach of any of these terms and conditions, or ineligible to participate in the Campaign or to receive the Reward (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the Eligible Company to repay to or compensate OCBC Bank the value of the Reward at any time. No person shall be entitled to any payment or compensation from OCBC Bank should any Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if an Eligible Company is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.
12. OCBC Bank reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.

Data Protection and Consent

13. By participating in the Campaign, the Eligible Company 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 Company, such as, without limitation, the details and business contact information of the Eligible Company and/or the Eligible Company's representative(s) (collectively, "**Company Data**"). Such Company Data may be collected, used, disclosed and/or processed for:
 - i. the purpose of determining the eligibility of the Eligible Company to participate in the Campaign;
 - ii. the purpose of facilitating, administering and processing the Eligible Company's participation in the Campaign; and
 - iii. the purpose of managing, administering and conducting the Campaign;
 - iv. the fulfilment and delivery of the Reward to the Eligible Company, where applicable; and
 - v. such other purposes as may be set out in OCBC Bank's respective data protection policies and/or privacy policies,(collectively, the "**Purposes**").
14. In providing any Company Data to OCBC Bank in the course of the Campaign, the Eligible Company represents and warrants that:
 - i. such Company Data is accurate, complete and true; and
 - ii. where Company Data relates to an individual (for example, the Eligible Company's representative(s)), the Eligible Company has the valid authority and consent from such individuals to act on their behalf and provide such Company Data to OCBC Bank to collect, use, disclose and process for the Purposes.

General

15. By participating in the Campaign, the participant shall be deemed to have read, understood and accepted these terms and conditions.

16. The eligibility of any Eligible Company to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
17. OCBC Bank reserves the right at its absolute discretion to terminate the Campaign or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any Eligible Company and the dates of the Campaign.
18. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Campaign, or any product and/or service relating to the Campaign. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
19. OCBC Bank's decisions on all matters relating to the Campaign shall be final and binding on all participants of the Campaign. No correspondence or appeal shall be entertained by OCBC Bank. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Campaign, these terms and conditions shall prevail.
20. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Campaign howsoever arising, including any error in computing chances, 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 Campaign irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. 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.