

## Terms & Conditions Governing *OCBC OneCollect Sep 2023 Collect Everyday* Promotion (the “Campaign”)

### Campaign Period

1. The Campaign period shall run from **1 September 2023 to 30 September 2023** (both dates inclusive), or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) at its sole and absolute discretion (the “**Campaign Period**”).

### Eligibility

2. You will qualify for the Campaign if:
  - i. you are a registered PayNow and OCBC OneCollect user with OCBC Bank for the entire duration of the Campaign Period;
  - ii. you have received an invitation from OCBC Bank to participate in this Campaign;
  - iii. you maintain an OCBC Account linked to the Proxy used for your PayNow and OCBC OneCollect for the entire duration of the Campaign Period; and
  - iv. you receive at least 1 Eligible Transaction every calendar day within the Campaign Period.

If you fulfil the conditions stated at Clauses 2i. to iv. above, you will be considered an “Eligible Company” for the purposes of the Campaign and these terms and conditions.

3. The invitation to participate in this Campaign is not transferrable.

### Definitions

4. For the purposes of the Campaign and these terms and conditions:

“**Eligible Transaction**” refers to any transaction which:

- (a) involves a successful payment collection via OCBC OneCollect, into the PayNow account of an Eligible Company which is maintained with OCBC Bank, as identified through the Eligible Company’s Proxy or such other means prescribed by OCBC Bank from time to time; and
- (b) is not a transaction made and/or effected by a shareholder or director of an Eligible Company.

“**PayNow**” means the funds transfer service available to customers of participating banks in Singapore that is designated as “PayNow” by the Association of Banks Singapore (“**ABS**”).

“**PayNow Corporate**” means the funds transfer service designated as “PayNow Corporate” by ABS available to customers of OCBC Bank which are corporates, sole proprietorships, partnerships, organisations, clubs, associations, societies, Singapore Government agencies, or other legal entities.

“**OCBC OneCollect**” means the product known as “OCBC OneCollect”, the terms and conditions of which are set out in [Business Account Terms & Conditions](#).

“**Proxy**” means such unique identifier of a registered PayNow Corporate user registered as such under PayNow.

“**OCBC Account**” means a Singapore dollars current account held with OCBC Bank.

## Rewards

5. The first 100 Eligible Companies to meet the requirements set out in these terms and conditions shall be entitled to receive a cash incentive of S\$88 each (the “**Reward**”), subject to these terms and conditions.
6. 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.
7. Subject to these terms and conditions, an Eligible Company can only receive the Reward once under this Campaign.
8. Eligible Companies who qualify to receive the Reward will receive it by 30 November 2023, or such other timing as may be determined by OCBC Bank in its sole and absolute discretion. The Reward will be credited directly into an OCBC Account of the Eligible Company.
9. The Reward will be sent to the qualifying Eligible Companies via PayNow or such other medium of transfers as may be determined by OCBC Bank at its sole and absolute discretion.
10. OCBC Bank reserves the right to determine, in its sole and absolute discretion, 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 transaction, the Reward will not be awarded.
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 PayNow account or terminate OCBC OneCollect service during, or 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 sole and absolute 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 paid out) 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 a customer 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 and absolute 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 employee(s), officer(s), agent(s), and representative(s) (collectively, “**Company Data**”). Such Company Data may be collected, used, disclosed and/or processed by OCBC Bank for the purposes of:
  - i. determining the eligibility of the Eligible Company to participate in the Campaign;

- ii. facilitating, administrating, and processing the Eligible Company's application for PayNow and participation in the Campaign; and
- iii. managing, administrating, and conducting the Campaign;
- iv. the fulfilment and delivery of the Reward to the Eligible Company, where applicable; and
- v. other reasonable purposes as set out in OCBC Bank's Data Protection Policy available at: <https://www.ocbc.com/business-banking/bank-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 employee(s), officer(s), agent(s), or 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 Eligible Company 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 sole and absolute discretion of OCBC Bank.
- 17. OCBC Bank reserves the right at its sole and 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 customer and the dates of the Campaign.
- 18. For avoidance of doubt:
  - i. the access and use of the PayNow Corporate service shall be subject to such terms and conditions (including without limitation, any applicable terms of use and data protection policies) as may be stipulated, issued or prescribed by OCBC Bank (the "**PayNow Corporate Terms**"). In the event of any inconsistency or conflict between these terms and conditions, and the PayNow Corporate Terms, the PayNow Corporate Terms shall prevail.
  - ii. the access and use of OCBC OneCollect shall be subject to such terms and conditions (including without limitation, any applicable terms of use and data protection policies) as may be stipulated, issued or prescribed by OCBC Bank (the "**OCBC OneCollect Terms**"). In the event of any inconsistency or conflict between these terms and conditions, and the OCBC OneCollect Terms, the OneCollect Terms shall prevail.
- 19. For the purposes of payment of the Reward to any Eligible Company via PayNow, such Eligible Company must be a registered PayNow Corporate user.
- 20. OCBC Bank's decisions on all matters relating to the Campaign shall be final and binding on all Eligible Companies 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.

21. 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.
22. These terms and conditions shall be governed by the laws of Singapore and each Eligible Company 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.