

## Terms & Conditions Governing OCBC “FX Online Usage Campaign” (the “Campaign”)

### Campaign Period

1. The Campaign period shall run from **1 December 2022 to 31 January 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 (each an “**Eligible Company**” and collectively the “**Eligible Companies**”) if:
  - i. You are a first-time user of the ‘Book FX’ function within OCBC Velocity or OCBC Business App;
  - ii. First-time user is defined as a company which has not booked any FX contract within OCBC Velocity or OCBC Business App for the 12 months immediately prior to the start of the Campaign Period;
  - iii. You maintain an OCBC Account for the entire duration of the Campaign Period; and
  - iv. You make at least 1 Eligible Transaction within the Campaign Period.
  - v. You are a company who received an email invitation to participate in the Campaign.
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 a FX contract of at least S\$10,000 in value or equivalent that is booked via the OCBC Velocity or OCBC Business app. FX contracts must be utilized for a payment or transfer. Any FX contract that is unwound will not be deemed as eligible.

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

### Rewards

5. First 500 Eligible Companies to meet the requirements set out in these terms and conditions shall be entitled to receive a cash incentive of S\$ 50 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. An Eligible Company who qualify to receive the Reward will receive it by 28 February 2023, or such other timing as may be determined by OCBC Bank in its absolute discretion. The Reward will be credited directly into the OCBC Account of the Eligible Company.
9. The Reward will be sent to the qualifying Eligible Company via PayNow or such other medium of transfers as may be determined by OCBC Bank at its absolute discretion.
10. 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.

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. For the purposes of payment of the Reward to any Eligible Company via PayNow, such Eligible Company must be a registered PayNow Corporate user.
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.