

## **Terms and Conditions Governing the OCBC Fortune Rabbit Giveaway 2023**

V28122022

The OCBC Fortune Rabbit Giveaway 2023 (the “**Promotion**”) commences from 1 January to 31 December 2023 (both dates inclusive), or such other period(s) as may be determined and notified by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) at its absolute discretion (“**Promotion Period**”).

### **1. Eligibility**

1.1 The Promotion is open to customers who successfully open a new OCBC 360 Account as a primary account holder and/or places a Time Deposit of at least S\$20,000 Fresh Funds or equivalent in foreign currency at selected Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) branches (“**Eligible Customers**”) during the Promotion Period.

### **2. Promotion Mechanics**

2.1 An Eligible Customer shall be entitled to Promotional Gift (as defined in clause 3.1 below).

2.2 Customers who close their existing OCBC 360 accounts (opened before the Promotion Period) and re-open a new OCBC 360 Account are not eligible to the Promotion.

2.3 “Fresh Funds” refers to (i) funds in the form of non-OCBC cheques/ cashier’s orders / demand drafts as well as other funds that are not transferred from any existing OCBC Bank accounts, (ii) funds that are not withdrawn and re-deposited with OCBC Bank during the Promotion Period for purposes of qualifying for the Promotion.

### **3. Award of Gift**

3.1 An Eligible Customer who fulfils the requirements set out in clause 2 above shall be entitled to redeem an OCBC Fortune Rabbit valued (the “**Promotional Gift**”), while stocks last.

3.2 Eligible Customers are only entitled to a maximum of one (1) Promotional Gift per customer under this Promotion.

3.3 The Promotional Gift must be redeemed by Eligible Customers at the selected OCBC Bank branch during the Promotion Period. Promotional Gifts which are not redeemed by the end of Promotion Period will be deemed to be forfeited.

3.4 The Promotional Gift is strictly not refundable and cannot be replaced if lost, damaged, expired or forfeited.

3.5 The Promotional Gift is strictly not exchangeable for cash.

3.6 OCBC Bank reserves the right to substitute or replace the Promotional Gift with any item of similar value at its sole discretion without notice to any person.

3.7 The eligibility of any customer to receive any Promotional Gift shall be determined at the absolute discretion of OCBC Bank.

3.8 If any customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Promotional Gift, OCBC Bank reserves the right to (i) forfeit or withdraw the Promotional Gift at any time or (ii) (where the Promotional Gift) has been redeemed) reclaim the Promotional Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Promotional Gift at any time, and OCBC Bank shall have the right to debit the value of the Promotional Gift plus any goods and services tax or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank should any Gift be forfeited or withdrawn or if any Gift is reclaimed by OCBC Bank or a Customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

#### **4. General**

4.1 OCBC Bank reserves the right at its absolute discretion to terminate the Promotion 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 Promotion.

4.2 OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion, or any product and/or service relating to the Promotion. 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.

4.3 OCBC Bank's decisions on all matters relating to the Promotion shall be final and binding on all participants. 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 Promotion, these terms and conditions shall prevail.

4.4 OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion 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.

4.5 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 any agreement governed by 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.

4.6 By participating in the Promotion, Eligible Customers consent to:

(i) OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and administering the Promotion (including the redemption of any prize, gift, or reward) (the "Purposes");

(ii) OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and

(iii) the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).