

## **Terms & Conditions for OCBC 90°N Visa Card Launch Contest ("Contest") & Voting Campaign ("Voting")**

1. These are the Terms and Conditions of the Contest organised by Oversea-Chinese Banking Corporation Limited ("**we**", "**us**", "**our**" or "**OCBC Bank**"). The act of the participants making a Submission (defined below) in this Contest constitutes to acceptance of these Terms and Conditions.

### **Eligibility, Contest Period and Voting Period**

2. The Contest shall run from 17 November 2021 00:01 Singapore Time (SGT) to 31 January 2022 23:59 SGT (both dates inclusive), or such other periods(s) as may be determined by us at our absolute discretion (the "**Contest Period**").
3. The voting shall run from 21 January 2022 00:01 Singapore Time (SGT) to 31 January 2022 23:59 SGT (both dates inclusive), or such other period(s) as may be determined by us at our absolute discretion (the "**Voting Period**").
4. You will be eligible to participate in the Contest if you have a valid and public Facebook or Instagram account (each an "**Eligible Participant**").

### **Contest & Voting Rules**

5. To qualify for a chance to win a Prize, Eligible Participants must be an OCBC 90°N Visa Cardmember before the end of the Contest Period, upload an original photo of a landmark or destination made up of daily everyday objects as a Facebook post or Instagram post via their public Facebook or Instagram account (each a "**Submission**"). All Submissions must contain the hashtag "#Wanderlust90N".
6. Eligible Participants are required to remain eligible (in accordance with the eligibility requirements set out in these terms and conditions) and to keep their Submissions live until the selection of the entries for the next voting phase is completed.
7. Each Eligible Participant may submit multiple Submissions. However, Submissions with repeated and/or plagiarised content and/or ideas/captions will be deemed invalid. OCBC Bank shall be entitled to deem at its sole and absolute discretion whether any Submission is valid or not.
8. Any Submission made, posted or submitted after the Contest Period has ended will not be entertained.
9. Top 5 Submissions with the most number of likes and Top 5 Submissions with the most number of unique comments will be consolidated on our campaign page for Voting to commence.
10. During the Voting Period, anyone is able to vote for a Submission but votes will be counted twice if the voter is an OCBC 90°N Visa Cardmember.
11. Voters with OCBC 90°N Visa Card will be asked to submit the below details for verification when voting on the campaign page:
  - a) Name as per in NRIC
  - b) Last 4 digits of NRIC
  - c) Last 8 digits of the OCBC 90°N Visa card number

### **Submission Restrictions and Ownership of Submissions**

12. All Submissions posted shall become the sole and exclusive property of OCBC Bank. OCBC Bank shall own and have the sole and exclusive right to use, copy, distribute, translate, modify, display and prepare derivative works of any Submission, as well as the right to authorize uses of any Submission by any other party. OCBC Bank shall have the right to obtain and to hold in its own name, copyrights, registrations or other such protection as may be appropriate, and any extensions and renewals thereof. Participants shall, if requested by OCBC Bank, assign all intellectual property rights to OCBC Bank on OCBC Bank's terms, and shall take such steps as may be reasonably required by OCBC Bank to perfect such assignment, including without limitation executing such documents as may be reasonably required by OCBC Bank and/or to do all such things necessary to perfect and effect the assignment, and any cost incurred thereof shall be borne by the participant.
13. OCBC Bank will not be held liable for any copying, re-posting, reproduction, publication and/or use of the Submissions, and/or any of the contents therein, whether by OCBC Bank or any third party.
14. All Submission submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, at the sole discretion of OCBC Bank. OCBC Bank shall have the right to disqualify and remove such Submissions at its sole discretion without informing the participant.

#### Prize Details

15. The shortlisted participants will be notified via Facebook or Instagram direct message. All shortlisted participants must provide OCBC Bank via Facebook or Instagram direct with the following information:
  - a) Name as per in NRIC
  - b) NRIC number
  - c) Contact number
  - d) Email address
  - e) Last 8 digits of the OCBC 90°N Visa card number

Information provided to OCBC Bank will be used solely for the purpose of eligibility verification and Prize (defined below) fulfilment by OCBC Bank and Eligible Participants who are awarded a Prize (defined below) consent to OCBC Bank disclosure of their details to, and the collection and use of their details by ETIHAD AIRWAYS PJSC for purposes of Prize (defined below) fulfilment.

16. OCBC Bank will, at their sole and absolute discretion, select 3 winners from the shortlisted Eligible Participants with the most number of votes ("**Winners**", each a "**Winner**") at the end of the Voting Period.
17. The Winners will receive each a prize based on the number of votes received:
  - 1<sup>st</sup> prize – A Pair of return Business class tickets to Paris
  - 2<sup>nd</sup> prize – A Pair of return Economy class tickets to London
  - 3<sup>rd</sup> prize – A Pair of return Economy class tickets to Abu Dhabi(each a "**Prize**", collectively "**Prizes**").
18. The Prizes will be given to the respective Winners within 2 months from OCBC Bank's receipt of the Winner's details and information on the preferred flight dates.

19. Subject to the availability of flights, Winners can schedule their preferred flight date anytime before 31 December 2022.
20. In the event that a Winner is subsequently disqualified, or fails to accept or collect his or her Prize, OCBC Bank reserves the right to select reserve Winner(s) to replace that Winner.
21. All Prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or in-kind. OCBC Bank shall have the right to replace or substitute the Prizes with an item of similar value.
22. The carrier of the flight tickets is Etihad Airways.
23. No lounge access for economy class tickets. Business class ticket lounge access is subject to availability. Any excess baggage to be borne by the Winners.
24. Winners are bound by the airlines and travelling country's travel requirements.
25. Any additional travelling related required cost such as but not limited to Polymerase chain reaction test (PCR), COVID-19 Antigen Rapid Test (ART) or Visa application and payment (if required) will be borne by the Winners.
26. Winners must have a valid passport to travel and qualify for the Prize.
27. Prizes' full terms and conditions apply and will be shared upon fulfilment to Winner.

#### **General**

28. The eligibility of any participants to be shortlisted shall be determined at the absolute discretion of OCBC Bank.
29. OCBC Bank may without notice or liability to any party:
  - a) cancel or postpone this Contest;
  - b) vary these terms & conditions; or
  - c) substitute, withdraw or cancel any Prize without disclosing any reason and without any payment or compensation whatsoever.
30. The following will result in the disqualification of Submissions and may result, if discovered after the award of the Prize, in the revoking of the Prize. Participants agree that the list below is not exhaustive, and that OCBC Bank has sole and absolute discretion to determine whether a Submission should be disqualified.
  - a) The Submission is received after the Contest Period;
  - b) The Submission fails to comply with the entry procedure determined by OCBC Bank;
  - c) The Submission has previously won an award in another competition;
  - d) The Submission is the same as or is similar to that already published at any source that may be known to OCBC Bank;
  - e) The Submission infringes on copyright, industrial property right, intellectual property right or other rights of any other photographs, artworks, statements and/or ideas;
  - f) The Submission is banned from exhibition or publication;
  - g) Any of these Terms and Conditions are breached or disregarded;
  - h) The Submission does not meet any of the criteria of this Contest;
  - i) The Submission contains invalid, incorrect, inaccurate or incomplete information;
  - j) An attempt is made to subvert the letter and/or spirit of the rules of this Contest;
  - k) The participant is found to be tampering with the entry process or the operation of this Contest or is seen to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or
  - l) The Submission contains obscene, racist, unethical, dangerous, violent, politically motivated, sexual inference or legally objectionable material, or material that may infringe upon any person's personal or property rights. In opening an Instagram or Facebook account and using any services, products or features of the same for the purposes of this

Contest, each participant is fully liable and responsible for complying with all terms and conditions as may be imposed by Instagram or Facebook for the Instagram or Facebook account and its usage, and OCBC Bank shall not be liable in any way whatsoever for such Instagram or Facebook account and its usage.

31. By participating in the Contest, you agree and consent to OCBC Bank collecting and disclosing:
  - a) your Submissions and personal particulars to relevant third parties, for the sole purpose of organising and administering the Contest; and
  - b) (if you are a Winner) your Submissions and names for the sole purpose of announcing the Winners on OCBC Bank's Instagram or Facebook page.
32. Acceptance of the Prize constitutes permission for OCBC Bank and any third parties involved in the organisation and administration of the Contest, their advertising and promotional agencies, and other third parties authorised by them, to use the Winner's name, likeness and/or Submissions for advertising and promotional purposes without additional compensation unless prohibited by law.
33. OCBC Bank reserves the right to claw-back and reclaim from any participant any Prize, or the equivalent value of the Prize, if that participant is subsequently disqualified or discovered to be ineligible to participate in the Contest or to receive the Prize. OCBC Bank reserves the right to (i) forfeit or withdraw any Prize at any time; or (ii) (where the Prize has been redeemed) claw- back the Prize or request the relevant participant to repay to or compensate OCBC Bank the value of the Prize at any time, and OCBC Bank shall have the right to debit the value of the Prize plus any goods and services tax or such other amount as it deems fit from any account(s) that the Eligible Participant holds with OCBC Bank. No person shall be entitled to any payment or compensation from OCBC Bank should any Prize be forfeited or withdrawn, if any Prize is reclaimed by OCBC Bank, or if a participant is asked to repay to or compensate OCBC Bank the value of any Prize for whatsoever reasons.
34. OCBC Bank's decisions on all matters relating to the Contest 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 Contest, these Terms and Conditions shall prevail.
35. By participating in this Contest, all participants agree to release and hold harmless OCBC Bank from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection, either directly or indirectly, with the following:
  - a) the awarding, acceptance, receipt, possession, use or misuse of any of the prizes or parts thereof awarded pursuant to this Contest; or
  - b) the participation in this Contest, or any Prize-related activities including without limitation, any error in computing any breakdown, or malfunction of any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
36. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of any Prize, the Contest or any product and/or service relating to any Prize or the Contest. 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 any Prize or the Contest, and/or the use of any product and/or service relating to any Prize or the Contest, by any person.
37. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Contest 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.

38. These Terms and Conditions shall be governed by the laws of Singapore and each participant in the Contest 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.