

# Terms and Conditions Governing the OCBC X Google Pay™ Super Sender Promotion (the "Promotion")

#### **Promotion Period**

1. The Promotion commences on 27<sup>th</sup> July 2020 and ends on 30<sup>th</sup> August 2020 (or any such date(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("**OCBC**") in its absolute discretion) (the "**Promotion Period**").

## **Eligibility Criteria**

- 2. This Promotion is only applicable to individuals who fulfil all the following criteria:
  - a. the individual must have an existing OCBC deposit account (the "Deposit Account");
  - b. the individual must have registered for PayNow;
  - c. the individual must have a Google Pay account and have linked their Deposit Account to their Google Pay account; and
  - d. the individual must make a successful peer-to-peer payment with a minimum transaction amount of **SGD 2** via Google Pay from their Deposit Account to a unique recipient (an "**Eligible Payment**")

(collectively, the "Eligible Customer").

## Promotion Mechanics

- 3. The mechanics of the Promotion are as follows:
  - a. The 14 Eligible Customers who make the highest number of Eligible Payments in a week will be announced as the winners for that week (each a "Winner").
  - b. The names of the Winners for each week will be announced on OCBC's Facebook page on the following dates:
    - i. 4<sup>th</sup> August 2020
    - ii. 12<sup>th</sup> August 2020
    - iii. 18th August 2020
    - iv. 25th August 2020
    - v. 1<sup>st</sup> September 2020

#### Prizes

- 4. Each Winner of this Promotion shall be entitled to a Google Pixel 4 (the "Prize").
- 5. In the event that a Winner closes their Deposit Account (or has their Deposit Account frozen) or removes the linkage of their Deposit Account to Google Pay for any reason whatsoever before the Winner collects the Prize, they will be automatically disqualified, and OCBC shall reserve the right to award the Prize to a reserve winner or to select a new winner at its sole and absolute discretion.
- 6. The Winners will be announced on the dates set out in clause 3(b) above, on OCBC's Facebook page. OCBC will also notify the Winner by SMS (using the Winner's mobile number registered with OCBC) that they have won.
- 7. An Eligible Customer shall only be entitled to win a maximum of one (1) Prize throughout the Promotion Period.
- 8. Individuals who have won a prize in the OCBC X Google Pay™ Name Game Promotion (or any iterations of the same) will not be entitled to win a Prize under this Promotion.
- 9. Fulfilment of the Prize will only be performed after the Promotion Period has ended. Winners will be



notified by 4<sup>th</sup> September 2020 as to how they may collect their Prize.

10. Each Winner will be given up to 14 days from 4<sup>th</sup> September 2020 to collect their Prize. OCBC reserves the right to select alternative winners to replace any Winner who does not collect the Prize within the aforesaid deadline.

### General

- 11. OCBC has the right to end this Promotion or change any terms and conditions at any time without giving you prior notice. This includes changing the rules relating to eligibility and the dates of the Promotion.
- 12. You may not exchange any Prize for other prizes, benefits or cash. We reserve the right to substitute the Prize with an item of similar value.
- 13. All employees of OCBC and its subsidiaries shall not be eligible to participate in the Promotion.
- 14. All employees of any partners, sponsors and agencies (including without limitations, any external auditor(s) and advertising agencies) who are directly involved in organising this Promotion, as determined by OCBC, shall not be eligible to participate in the Promotion.
- 15. By participating in the Promotion, participants hereby authorise OCBC to use, disclose and publicise the Winners' names and any other particulars as determined by OCBC in any mode and manner as OCBC may deem appropriate, for the following purposes:
  - a. for the announcement of the Winners on OCBC's Facebook page and / or OCBC's website;
  - b. for OCBC to contact the Winners regarding the collection of the Prize; and
  - c. to facilitate the Winners' collection of the Prizes from OCBC's appointed merchant or such third party as OCBC may in its reasonable discretion determine.
- 16. Our decision on all matters relating to the Promotion will be final and binding on all participants. If there is any difference between these terms and conditions and any marketing materials or promotional marketing materials relating to the Promotion, these terms and conditions will prevail.
- 17. OCBC shall not be responsible for the quality, merchantability or the fitness for purpose of any aspect of any Prize. Notwithstanding anything herein, OCBC shall not at any time be responsible or held liable for any defects in any Prize, and / or for any loss, damage or harm suffered or incurred by or in connection with the use of any Prize by any person. OCBC shall also not be liable to any account holder or any other persons for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing any chances, any breakdown or malfunction in any computer system or equipment.
- 18. The laws of Singapore apply to these terms and conditions, and any disputes between you and us will be dealt with in the courts of Singapore. Under the Contracts (Rights of Third Parties) Act (Cap 538), a person who is not a party to any agreement governed by these terms and conditions does not have any right to enforce any of these terms and conditions.