

## **Terms and Conditions Governing the Online Brokerage Cash Account Top-up for OCBC YES! and FRANK Debit Cardmembers Promotion (the "Promotion")**

### **1. Promotion Period**

- 1.1 The promotion period shall be from 27 April 2021 to 30 June 2021 (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

### **2. Eligibility**

- 2.1 You will be eligible for the Promotion ("Eligible Cardmember") if:
- a. You are an existing OCBC YES! Debit or FRANK Debit Cardmember (each an "Eligible Card");
  - b. You have received an invitation from OCBC Bank to participate in the Promotion (please note that the invitation is not transferrable). For the avoidance of doubt, customers who have received the SMS, EDM or social media advertisements from third parties other than OCBC Bank will not be eligible to participate in this Promotion);
  - c. You have not made any transactions with any of the merchants listed in Clause 4.1 below on your Eligible Card in the 6-month period before the Promotion Period;
  - d. You have made a Qualifying Transaction during the Promotion Period in accordance with the terms and conditions of the Promotion; and
  - e. Your Eligible Card account is active and in good standing with OCBC Bank during the Promotion Period.

### **3. Definitions**

#### **3.1 A Qualifying Transaction:**

- a. refers to the first transaction made during the Promotion Period with any of the merchants listed in Clause 4.1 below; and
- b. does not include payments or transactions relating to any Foreign Currency Transaction Fee that is imposed by OCBC and/or the Visa association, or any such other similar payments as determined by OCBC from time to time; and
- c. will be determined by its transaction posting date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

#### 4. Promotion Reward Details

4.1 Eligible Cardmembers, who meet the conditions set out in these terms and conditions during the Promotion Period, will earn rebates (the “Rebate”) for the first transaction with any of the following merchants:

| Merchants  | Promotion  |
|--|--|
| <ul style="list-style-type: none"> <li>• CMC Markets</li> <li>• eToro</li> <li>• IC Markets</li> <li>• IG Markets</li> <li>• Plus500</li> <li>• Saxo Markets</li> <li>• XM Global</li> </ul> | 3% Rebate on first transaction during the Promotion Period (Capped at S\$15) |

4.2 The Promotion is limited to the first 1,000 Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period. For the avoidance of doubt, in the event that any person entitled to the Rebate is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Rebate to another Eligible Cardmember.

4.3 The Rebate will be credited into the Eligible Cardmember’s Eligible Card account within 2 months after the end of the Promotion Period.

4.4 Each Eligible Cardmember is only eligible to receive a maximum of one (1) Rebate throughout the entire Promotion Period.

4.5 The Eligible Cardmember’s Eligible Card account (the “Account”) must be active and in good standing at the time of crediting.

#### 5. General

5.1 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 person and the dates of the Promotion.

5.2 The eligibility of each customer to participate in this Promotion and/or to receive the Rebate shall be determined at the absolute discretion of OCBC Bank.

5.3 OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Transaction under the Promotion. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the Rebate will not be awarded.

5.4 OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardmember’s accounts with OCBC Bank the equivalent value of the Rebate if the Eligible Cardmember closes his/her Eligible Card Account during, or within six (6) months from the end of, the Promotion Period. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Rebate (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the

Rebate at any time; or (ii) (where the Rebate has been redeemed) claw-back the Rebate or request the relevant customer to repay to or compensate OCBC Bank the value of the Rebate at any time, and OCBC Bank shall have the right to debit the value of the Rebate 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 Rebate be forfeited or withdrawn, if any Rebate is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Rebate for whatsoever reasons.

- 5.5 The Rebate is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Rebate with any item of similar value.
- 5.6 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.
- 5.7 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.
- 5.8 The decision of OCBC Bank on all matters relating to this 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 this Promotion, these terms and conditions will prevail.
- 5.9 These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a participant of this promotion shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- 5.10 OCBC Bank is not affiliated to any of the merchants listed in Clause 4.1 (the “**Merchants**”) and is not soliciting business on their behalf. OCBC Bank does not endorse or verify any of the Merchants, and any dealings and/or transactions (including without limitation, any trades, investments or other transactions) made with, and/or use of, such Merchants shall be entirely at the participant’s own risk. OCBC Bank shall not be liable or responsible to any person for the same.
- 5.11 Investments are subject to investment risks, including the possible loss of the principal amount invested. Prior to making any investment, participants in the Promotion should consider if the investment product is suitable for their own purposes and profile, and conduct their own assessments and due diligence on the investment product. OCBC Bank shall not be liable or responsible to any person for the same.