

# Terms & Conditions Governing the OCBC Cards So Singapore Giveaway Contest (the "Promotion")

# **Promotion Period**

- 1. The promotion period shall run from 1 July 2022 to 30 September 2022 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") at its absolute discretion (the "Promotion Period").
- 2. You will qualify for the Promotion ("Eligible Cardmember") if:
  - i. you are an existing main OCBC Credit or Debit Cardmember. Supplementary Cardmembers will not be eligible;
  - ii. you have:
    - (a) made at least three Qualifying Transactions (as defined below) with an OCBC Credit or Debit Card in the last one month prior to the end date of each giveaway contest social post; and
    - (b) fulfilled all participating criteria as stated in the giveaway social post; and
    - (c) your Qualifying Transactions are verified by OCBC Bank.
  - iii. your OCBC Credit or Debit Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment.

## Definitions

- 3. "Qualifying Transaction":
  - i. refers to any retail transactions (including face to face or online purchases);
  - ii. does not include payments or transactions relating to annual card fees, insurance premiums, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up, other bank fees and charges, NETS transactions; and
  - iii. will be determined by its transaction 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. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered or verified as a "Qualifying Transaction".

### **Promotion Mechanics**

- 5. During the Promotion Period, the giveaway social posts will specify the conditions that must be met for Eligible Cardmembers to participate in the Promotion. OCBC Bank or its appointed agency may, in their sole and absolute discretion, select ten (10) Eligible Cardmembers who meet the conditions specified therein ("Winners") to each receive the item as specified in the giveaway social post ("Prize"), subject to these terms and conditions.
- 6. An Eligible Cardmember may be selected as a Winner once for the entire Promotion.
- 7. In the event that any person entitled to the Prize is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to award the Prize to another Eligible Cardmember.



- 8. For avoidance of doubt, only Winners will be notified within two week(s) after the last day of submission of each month's giveaway social post. Winners will receive the details to redeem the Prize one (1) month after the said notification.
- 9. By participating in this Promotion, Eligible Cardmembers agree to provide their consent for:
  - i. OCBC's appointed agency to collect, use and disclose their personal data (including their names, mobile numbers, and email addresses) ("**Personal Data**") for the purposes of administering the contest giveaway and Prize;
  - ii. OCBC's appointed agency to disclose their Personal Data to OCBC for the purposes of verifying their eligibility under the Promotion; and
  - iii. the collection, use and disclosure of their Personal Data for applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: <u>https://www.ocbc.com/personal-banking/policies</u>).
- 10. The Promotion shall not apply in conjunction with any other privileges or promotions.
- 11. 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.
- 12. 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 Prize if the Eligible Cardmember closes his/her OCBC Credit Card account during, or within six (6) months from the end of the Promotion Period.

### General

- 13. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive the Prize shall be determined at the absolute discretion of OCBC Bank.
- 14. 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 cardholder and the dates of the Promotion.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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



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conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

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