

**Terms & Conditions Governing the [Titanium Rewards Level Up Instagram Giveaway] Contest  
(the “Contest”)****Contest Period**

1. The Contest shall run from 12 May 2020 to 31 May 2020 (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. The Contest will start when the Instagram Story indicating the commencement of the Contest is posted on OCBC Bank’s Instagram page on 12 May 2020 and end at 11:59pm on 31 May 2020 (the “Contest Period”).
3. The act of making a submission in this Contest by posting an Instagram Story while tagging OCBC Bank’s Instagram account with the hashtag #OCBCLEVELUP (each a “Submission”) constitutes acceptance of these Terms and Conditions.

**Eligibility Criteria**

4. Every participant must have a valid and public Instagram account and upload his/her Submission via his/her Instagram account.
5. Every participant must be an OCBC Titanium Rewards Principal Cardmember.
6. Every participant must follow OCBC Bank’s Instagram account.

**Contest Rules**

7. Every participant must post an Instagram Story tagging OCBC Bank’s Instagram account and hashtag #OCBCLEVELUP. The Instagram Story must contain a video of you doing any of the following activities (depending on the period on which the video is sent):
  - (a) fitness activities;
  - (b) cooking activities; and/or
  - (c) video-conferencing activities.of you and your friend playing online games

For avoidance of doubt, the activities described above should be done remotely, and in accordance with existing social distancing measures.

8. Each participant can submit multiple Submissions. However, Submissions with repeated or plagiarised content and/or ideas/captions will be deemed invalid. OCBC shall be entitled to deem at its sole and absolute discretion whether any Submission is invalid or not.
9. Any Submission submitted after the Contest Period will not be entertained.
10. The winners will be selected at OCBC Bank’s sole and absolute discretion.

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

11. 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 ("IP") 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.
12. OCBC Bank will not be held liable for any copying, re-posting, reproduction, publication and/or use of the Submissions.
13. 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.

## **Prizes**

14. OCBC Bank will, at its sole and absolute discretion, select three (3) winners at the end of the Contest Period.
15. Each winner will win 5,000 OCBC\$ (worth 2,000 miles) that will be credited to their OCBC Titanium Rewards Credit Card Account by 30 June 2020.
16. The winners' OCBC Titanium Rewards Card account must be active and in good standing at the time of crediting.
17. Winners will be notified via an Instagram direct message. All winners must provide OCBC (via Instagram direct message) with their following information:
  - Full Name (as per NRIC)
  - Valid Mobile Number
  - 16-digits of your OCBC Titanium Rewards Card
18. Information provided to OCBC Bank will be used solely for the purpose of eligibility verification and prize fulfilment by OCBC Bank.
19. OCBC Bank reserves the right to select reserve winners to replace any winner subsequently disqualified.
20. All prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or kind. OCBC Bank shall have the right to replace or substitute the prizes with an item of similar value.

## **General**

21. The eligibility of any winner to receive the 5,000 OCBC\$ prize shall be determined at the absolute discretion of OCBC Bank.

22. OCBC Bank may without notice or liability to any party:
- (a) cancel or modify this Contest;
  - (b) vary these Terms & Conditions or discontinue this Contest; or
  - (c) substitute, withdraw or cancel any prize without disclosing any reason and without any payment or compensation whatsoever.
23. 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.
24. 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:
- (a) the Submission is received after the closing date;
  - (b) the Submission fails to comply with the entry procedure determined by OCBC Bank;
  - (c) Participants who have previously won an award in another competition or one that has been announced as the winner of an award based on the same entry;
  - (d) Submissions that are the same as or similar to that already published at any source that may be known to OCBC Bank;
  - (e) Submissions that infringe on copyright, industrial property right, intellectual property right or other rights of any other photographs, artworks, statements and/or ideas;
  - (f) Submissions banned from exhibition or publication;
  - (g) Any of these Terms and Conditions are breached or disregarded;
  - (h) Any entry that does not meet any of the criteria of this Contest;
  - (i) Any submission with invalid, incorrect, inaccurate or incomplete information;
  - (j) Where an attempt is made to subvert the letter and/or spirit of the rules of this Contest;
  - (k) Where 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) Where 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.

25. In opening an Instagram 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 for the Instagram Account and its usage, and OCBC Bank shall not be liable in any way whatsoever for such Instagram Account and its usage.
26. Acceptance of the prize constitutes permission for OCBC Bank, its advertising and promotional agencies to use any of the winner's names and/or likeness for advertising and promotional purposes without additional compensation unless prohibited by law.
27. 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 (which eligibility shall be determined at the discretion of OCBC Bank). 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 the account(s) of the participant. 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.
28. 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.
29. 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.
30. 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.
31. 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 (Cap 53B) to enforce any of these terms and conditions.

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