

## Terms and Conditions Governing OCBC Digital app and OCBC Pay Anyone™ app x Jay Chou Concert Tickets Giveaway Promotion 2022 (“Promotion”)

### 1. The Promotion

1.1. The Promotion will run from 15<sup>th</sup> September to 14<sup>th</sup> November 2022 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation (“**OCBC Bank**”) in its absolute discretion (“**Promotion Period**”).

### 2. Eligibility Criteria

2.1. You will qualify for the Promotion (“**Eligible Customer**”) if you have OCBC Pay Anyone™ and/or OCBC Digital (collectively known as “**OCBC Payment Apps**”) account, and your OCBC Digital Payment App account is active from the start of the Promotion Period until 6 months after the end of the Promotion Period.

### 3. Definitions

3.1. “**Eligible Transaction**” means (i) successful peer-to-merchant payment whether made through PayNow QR, PayNow UEN, Mastercard QR, NETS QR via OCBC Payment Apps; or (ii) AXS bill payment made via OCBC Pay Anyone™.

### 4. Promotion Mechanics

4.1. The five Eligible Customers with the highest number of Eligible Transactions during each of the stated Promotion Sub-Period(s) and who meet the conditions specified herein (each a “**Qualifying Customer**”) shall be entitled to receive a pair of tickets to Jay Chou’s Carnival World Tour in Singapore on 17 December 2022 (“**Reward**”). For the avoidance of doubt, in the event that any person entitled to the Reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Reward to another Eligible Customer.

<b>Promotion Sub- Period(s)</b>
Promotion Sub-Period 1: 15 <sup>th</sup> September to 14 <sup>th</sup> October
Promotion Sub-Period 2: 15 <sup>th</sup> October to 14 <sup>th</sup> November 2022

4.2. Each Qualifying Customer is only entitled to receive a maximum of one Reward throughout the entire Promotion Period. For the avoidance of doubt, a Qualifying Customer in Promotion Sub-Period 1 will not be eligible to participate in the Promotion during Promotion Sub-Period 2.

4.3. The Reward is strictly non-refundable, non-transferable, and non-assignable. The Reward cannot be replaced if lost, damaged or expired. The Reward is strictly not exchangeable for cash.

4.5 By participating in this Promotion, Eligible Customers 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) for the purposes of administering the contest giveaway and Reward;
- 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: <https://www.ocbc.com/personal-banking/policies>).

4.6 OCBC Bank reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.

4.7 The Promotion shall not apply in conjunction with any other privileges or promotions.

4.8 OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Eligible 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 Reward will not be awarded.

4.9 OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Customer's accounts with OCBC Bank the equivalent value of the Reward if the Eligible Customer closes his/her OCBC Payment Apps accounts 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 Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

## **5. Reward Fulfilment**

5.1. OCBC Bank will notify Qualifying Customers of their qualification for the Reward by email (or any other suitable means as OCBC Bank may deem fit) by 9<sup>th</sup> December 2022.

## **6. General**

6.1. The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Reward shall be determined at the absolute discretion of OCBC Bank.

6.2. 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 user and the dates of the Promotion.

- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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 2001 to enforce any of these Terms and Conditions.