

**Terms and Conditions Governing the OCBC Digital App Overseas Scan and Pay with UnionPay Discount Campaign (“Promotion”)**

**1. The Promotion**

- 1.1. The Promotion will run from 26<sup>th</sup> January 2024 to 30<sup>th</sup> April 2024 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation (“OCBC”) in its absolute discretion (“**Promotion Period**”).

**2. Definitions**

- 2.1. You will qualify for the Promotion (“**Eligible Customer**”) if: you have an active OCBC deposit account, and your OCBC deposit account is active from the start of the Promotion Period until 6 months after the end of the Promotion Period.
- 2.2. “**Eligible Transaction**” means a successful peer-to-merchant QR payment made through UnionPay International QR via OCBC Digital App in foreign currency, outside of Singapore.

**3. Promotion Mechanics**

- 3.1. An Eligible Customer shall receive an SGD2 equivalent discount (“**Reward**”) with a minimum spend of SGD10 equivalent per transaction on Eligible Transactions made during the Promotion Period.
- 3.2. Each Eligible Customer shall be limited to a maximum of 3 Rewards, or total of SGD6 equivalent discount, within the Promotion Period.
- 3.3. The Promotion is capped at 25,000 Rewards during the Promotion Period, and will be issued on a first-come-first-served basis. For the avoidance of doubt, in the event that any person entitled to the Reward is subsequently found to be ineligible for the Reward, OCBC shall not be obligated or liable to provide the Reward to another Eligible Customer.
- 3.4. OCBC reserves the rights in its sole and absolute discretion to determine whether a customer qualifies as an Eligible Customer and whether a transaction qualifies as an Eligible Transaction during the Promotion Period. If OCBC in its sole and absolute discretion decides that any customer or transaction is not to be considered as an Eligible Customer or a valid Eligible Transaction (as the case may be), the Reward will not be awarded.
- 3.5. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC reserves the right to claw-back the Reward or request the relevant customer to repay to or compensate OCBC the Reward at any time, and OCBC shall have the right to debit the value of the Reward 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 should any Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Reward for whatsoever reasons.
- 3.6. By participating in this Promotion, Eligible Customers provide their consent for OCBC to collect, use and disclose their personal data, including their names, mobile numbers, and email addresses (“**Personal Data**”) for the purposes of determining their eligibility for the Promotion, verifying their identity, contacting

them, and administering the Reward. OCBC will collect, use, and disclose the Personal Data of the Eligible Customers in accordance with the Singapore Personal Data Protection Act 2012 and OCBC's Data Protection Policy.

3.7. The Promotion shall not apply in conjunction with any other promotions including but not withstanding to promotions ran by UnionPay International.

#### **4. Reward Fulfilment**

4.1. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC, the Reward will be automatically applied at the point of transaction, reducing the price of the transaction amount to be paid.

4.2. If an Eligible Customer closes all his/her OCBC deposit account(s) within six (6) months from the end of the Promotion Period, the Eligible Customer shall not be entitled to receive the Reward for the Promotion Period.

#### **5. General**

5.1. 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.

5.2. OCBC 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.

5.3. OCBC 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 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.

5.4. OCBC'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. 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.

5.5. OCBC 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.

5.6. 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.