

## **Terms and Conditions Governing the OCBC Pay Anyone™ S\$500 Promotion 2021 (the "Promotion")**

### Promotion Period

1. The Promotion commences on 21<sup>st</sup> June 2021 and ends on 20<sup>th</sup> July 2021 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("**OCBC**") in its absolute discretion) (the "**Promotion Period**").

### Eligibility Criteria

2. Any individual who is an OCBC Pay Anyone™ ("**PAO**") user (the "**Eligible Customer**") will qualify for the Promotion.

### Definitions

3. An "**Eligible Transaction**" means a successful peer-to-merchant payment of a minimum transaction amount of S\$1 made via PAO.

### Promotion Mechanics

4. The top three Eligible Customers who make the highest number of Eligible Transactions during the Promotion Period shall each be entitled to receive S\$500 cash credit ("**Prize**") ("**Winners**").
5. OCBC reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as an Eligible Transaction under the Promotion. If OCBC in its sole and absolute discretion decides that any transaction is not to be considered a valid Eligible Transaction, a Prize will not be awarded.

### Award of Prize

6. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC the Prize will be credited into the Winner's OCBC deposit account linked to PAO and used for the Eligible Transactions within 30 business days after the end of the Promotion Period. Each Winner will receive an SMS informing him/her that the Prize has been credited into their deposit account.
7. Each Eligible Customer shall only be entitled to receive a maximum of one (1) Prize during the Promotion Period.
8. By participating in the Promotion, all Winners hereby authorise OCBC to use, disclose and publicise their names and any other particulars as determined by OCBC in any mode and manner as OCBC may deem appropriate, for the purpose of announcing the Winners on OCBC's Facebook page.
9. The names of the Winners will be announced on OCBC's Facebook page on 30<sup>th</sup> July 2021.
10. OCBC reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any Prize awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in

respect of such withdrawal, clawback, cancellation or invalidation.

11. OCBC reserves the right to claw-back and deduct from any of the Winner's deposit account(s) with OCBC the equivalent value of the Prize if the Winner's OCBC deposit account linked to PAO and used for the Eligible Transactions is suspended or closed during, or within 30 business days from the end of, the Promotion Period. Further, if any Winner is subsequently discovered to be ineligible to participate in the Promotion or to receive the Prize, OCBC reserves the right to (i) withdraw the Prize at any time; or (ii) claw-back the Prize or request the relevant customer to repay to or compensate OCBC the value of the Prize at any time, and OCBC shall have the right to debit the value of the Prize 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 Prize be withdrawn, if any Prize is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Prize for whatsoever reasons.

#### General

12. The Promotion shall not apply in conjunction with any other privileges or promotions
13. The eligibility of any Eligible Customer to receive a Prize shall be determined at the absolute discretion of OCBC.
14. 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 PAO user and the dates of the Promotion.
15. 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.
16. 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.
17. 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.
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 conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.