

## **Terms and Conditions Governing the OCBC Pay Anyone To Win Promotion 2021 (the "Promotion")**

### Promotion Period

1. The Promotion commences on 2<sup>nd</sup> May 2021 and ends on 15<sup>th</sup> May 2021 (or any such date(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("**OCBC**") in its absolute discretion) (the "**Promotion Period**").

### Eligibility Criteria

2. This Promotion is applicable to the following individuals:
  - (a) OCBC Pay Anyone users who have yet to effect any transaction through the OCBC Pay Anyone app ("**PAO**") prior to their participation in this Promotion ("**New PAO Customers**"); and
  - (b) OCBC Pay Anyone users who have already effected transactions through PAO prior to their participation in this Promotion ("**Existing PAO Customers**")

(collectively, the "**Eligible Customers**").

3. An "**Eligible Transaction**" for purposes of the Promotion is:
  - a. a successful peer-to-peer payment of a minimum transaction amount of **S\$10** sent via PAO to a unique recipient;
  - b. a successful peer-to-merchant payment of a minimum transaction amount of **S\$10** sent via PAO to a merchant; or
  - c. a successful ATM withdrawal of a minimum transaction amount of **S\$10** made via PAO from the Eligible Customer's current or savings account with OCBC. If multiple withdrawals are made in a day, only the first three (3) of such withdrawals will be considered.

### Promotion Mechanics

#### **Eligible Customer Cash Credit**

4. The top three Eligible Customers who make the highest number of Eligible Transactions (including the New PAO Customers who make the Eligible Transactions referred to in clause 5 below) in the same week in any week during the Promotion Period shall be entitled to receive S\$500 cash credit ("**Eligible Customer Cash Credit**"). For the avoidance of doubt, each week during the Promotion Period shall begin on Sunday at 00:00 and end on Saturday at 23:59 SGT.

#### **New PAO Customer Cash Credit**

5. A New PAO Customer who makes all three Eligible Transactions under clause 4 in the same week in any week during the Promotion Period shall be entitled to receive S\$10 cash credit (the "**New PAO Customer Cash Credit**").
6. The New PAO Customer Cash Credit is limited to the first 20,000 New PAO Customers who meet the terms and conditions set out in these terms and conditions.

7. 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, cash credit will not be awarded.

#### Award of Cash Credit

8. By participating in the Promotion, participants who are entitled to the Eligible Customer Cash Credit and / or the New PAO Customer Cash Credit (the “**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 purposes of announcing the Winners on OCBC’s Facebook page.
9. The names of the Winners for each week will be announced on OCBC’s Facebook page on the following dates:
- i. 15<sup>th</sup> May 2021
  - ii. 21<sup>st</sup> May 2021
10. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC:
- (a) the Eligible Customer Cash Credit will be credited into the Eligible Customer’s OCBC deposit account linked to PAO and used for the Eligible Transactions within 30 business days of announcing the Winners on OCBC’s Facebook page; and
  - (b) the New PAO Customer Cash Credit will be credited into the New PAO Customer’s OCBC deposit account linked to PAO and used for the Eligible Transactions within 30 business days after the end of the week in which such New PAO Customer made the Eligible Transactions.
11. Each Eligible Customer shall only be entitled to a maximum of one (1) Eligible Customer Cash Credit and one (1) New PAO Customer Cash Credit during the Promotion Period.
12. 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 cash credit 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.
13. OCBC reserves the right to claw-back and deduct from any of the Eligible Customer’s deposit account(s) with OCBC the equivalent value of the cash credit if the Eligible Customer’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 Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive any cash credit, OCBC reserves the right to (i) withdraw the cash credit at any time; or (ii) claw-back the cash credit or request the relevant customer to repay to or compensate OCBC the value of the cash credit at any time, and OCBC shall have the right to debit the value of the cash credit 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 cash credit be withdrawn, if any cash credit is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the cash credit for whatsoever reasons.

#### General

14. The Promotion shall not apply in conjunction with any other privileges or promotions
15. The eligibility of any Eligible Customer to receive any cash credit shall be determined at the absolute discretion of OCBC.
16. 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 OCBC Pay Anyone users and the dates of the Promotion.
17. 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.
18. 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.
19. 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.
20. 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.