

Terms and Conditions Governing the OCBC Pay Anyone™ Acquisition Campaign 2022 (“Promotion”)

1. The Promotion

- 1.1. The Promotion will commence from 4th March to 31st May 2022 (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. Eligibility Criteria

- 2.1. This Promotion is open to all OCBC customers who fulfil the following eligibility criteria (each an “**Eligible Customer**”):
- a) a new OCBC Pay Anyone™ (“**PAO**”) user who has downloaded the PAO app for the first time in his/her lifetime and performed his/her first successful login to the PAO app during the Promotion Period; or,
 - b) an existing OCBC Pay Anyone™ (“**PAO**”) user who has not logged in to the PAO app for the past 12 months and performs his/her first successful login to the PAO app during the Promotion Period.

3. Definitions

- 3.1. An “**Eligible Transaction**” means one of the following transactions performed via the PAO app:
- a) a successful peer-to-merchant payment (whether made through PayNow QR, PayNow UEN or NETS QR);
 - b) a successful peer-to-peer funds transfer made via the PAO app;
 - c) a card-less ATM withdrawal;
 - d) OCBC STACK points exchange / points redemption / voucher purchase; or,
 - e) 2 successful logins to the PAO app.

4. Promotion Mechanics

4.1. An Eligible Customer who makes an Eligible Transaction during the stated Promotion Sub-Period(s) shall be entitled to receive a Voucher (the “**Voucher**”) (the “**Qualifying Customer**”):

| Promotion Sub-Period(s) | Criteria | Voucher(s) |
|--|---|--------------------------|
| Promotion Sub-Period 1: 4 th to 31 st March 2022 | Perform an Eligible Transaction via the PAO app | A Voucher valued at S\$4 |
| Promotion Sub-Period 2: 1 st to 30 th April 2022 | Perform an Eligible Transaction via the PAO app | A Voucher valued at S\$3 |
| Promotion Sub-Period 3: 1 st to 31 st May 2022 | Perform an Eligible Transaction via the PAO app | A Voucher valued at S\$4 |

4.2. Each Eligible Customer is only entitled to receive a maximum of one Voucher for each Eligible Transaction performed during each Promotion Sub-Period for a maximum of three Vouchers amounting to an aggregate value of S\$11 across the duration of the Promotion Period. Vouchers shall be credited to the Qualifying Customer’s STACK (“**STACK**”) account.

4.3. For each Promotion Sub-Period, the Vouchers are limited only to the first 3,000 Eligible Customers who make an Eligible Transaction, and who fulfill the terms and conditions set out herein, within that Promotion Sub-Period.

4.4. The Voucher(s) are strictly non-refundable, non-transferable, and non-assignable.

4.5. The Voucher(s) shall be available for use and redemption at selected third-party merchants. OCBC reserves the right to decide, in its sole and absolute discretion, which third-party merchants the Voucher(s) may be used and redeemed at and these third-party merchants may vary from time to time throughout the Promotion Period. The use and redemption of these Voucher(s) are subject to further terms and conditions which may be imposed by these third-party merchants and OCBC shall not be liable for these terms and conditions. Qualifying Customers who receive these Voucher(s) are required to read, understand, and agree to these further terms and conditions.

4.6. 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. 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, the Voucher will not be awarded to the Qualifying Customer (as the case may be). OCBC’s decision shall be final and OCBC shall not be obliged to entertain any appeal or correspondence on the same.

5. Voucher(s) Fulfilment

- 5.1. A Qualifying Customer will need to have an existing **STACK** account to be credited with the Voucher(s).
- a) If the Qualifying Customer does not have a **STACK** account, the Qualifying Customer needs to create a **STACK** account to be credited with the Vouchers.
 - b) Should a Qualifying Customer fulfill the Promotion Mechanics but fails to create his/her **STACK** account within 10 calendar days from the end of each Promotion Sub-Period, the Qualifying Customer shall not be entitled to receive the Voucher and the Qualifying Customer shall irrevocably lose his/her entitlement to receive the Voucher.
 - c) Subject to the fulfilment of the terms and conditions set out herein, OCBC shall credit the Voucher(s) to the Qualifying Customer's **STACK** account within 45 days from the end of each Promotion Sub-Period:

| Promotion Sub-Period(s) | Fulfilment Period(s) |
|--|----------------------|
| Promotion Sub-Period 1: 4 th to 31 st March 2022 | By 15 May 2022 |
| Promotion Sub-Period 2: 1 st to 30 th April 2022 | By 15 Jun 2022 |
| Promotion Sub-Period 3: 1 st to 31 st May 2022 | By 15 July 2022 |

- 5.2. OCBC will notify Qualifying Customers of their entitlement to receive the Voucher(s) by email (the "**Email**") (or any other suitable means as OCBC may deem fit) within 45 calendar days from the end of each Promotion Sub-Period.
- 5.3. Qualifying Customer will need to login to their **STACK** account to use and redeem the Voucher(s). The terms and conditions governing the use and operation of **STACK** accounts shall apply.
- 5.4. OCBC reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, claw-back, cancel and/or invalidate the Voucher awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, claw-back, cancellation or invalidation.

6. General

- 6.1. The eligibility of any Qualifying Customer to receive any Vouchers 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 (Cap 53B) to enforce any of these Terms and Conditions.