

Terms and Conditions Governing the OCBC Pay Anyone™ Burpple Beyond Membership Activation Campaign April to May 2022 (“Promotion”)

1. The Promotion

- 1.1. The Promotion will run from 18th April 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. An individual may participate in this Promotion if he/she is a OCBC Pay Anyone™ (“PAO”) user and has received an Electronic Direct Mailer (“EDM”) directly from OCBC notifying them of their eligibility for this Promotion (each an “Eligible Customer”). The EDM invitation from OCBC is not transferable.

3. Definitions

- 3.1 “Eligible Transactions” means six successful peer-to-merchant transactions amounting to a minimum S\$20 amount per transaction (whether made through PayNow QR, PayNow UEN, PayNow VPA or NETS QR) performed via the PAO app except for the following transactions:
 - (a) bill payments made via the AXS network;
 - (b) any top-ups or payment of funds to prepaid accounts or payment wallets (including but not limited to GrabPay, Youtrip and Singtel Dash); and
 - (c) transactions made through brokers or dealers and/or in relation to any securities

4. Promotion Mechanics

- 4.1. An Eligible Customer who makes the Eligible Transactions during the stated Promotion Period shall be entitled to receive a year-long Burpple Membership with a retail price of S\$99 (the “Membership”) (the “Qualifying Customer”).
- 4.2. Each Eligible Customer is only entitled to receive a maximum of one Membership during the Promotion Period.
- 4.3. The Promotion is limited only to the first 500 Eligible Customers who make the Eligible Transactions, and who fulfill the terms and conditions set out herein, within the Promotion Period (the “Qualifying Customers”).
- 4.4. Qualifying Customers will receive by email (or such other mode of communication as OCBC may determine in its absolute discretion) an activation code for the redemption of the Membership (“BBM Code”) within 45 days from the end of the Promotion Period.
- 4.5. The Qualifying Customer will be required to redeem the BBM Code on Burpple’s mobile application or website at: <https://www.burpple.com/ocbc>.
- 4.6. The BBM Code will expire on 31 July 2022 and will no longer be available for redemption thereafter. A Qualifying Customer that fails to redeem the BBM Code by

the said expiry date shall forfeit any right to the Membership and OCBC will not entertain any request for an extension of the BBM Code.

- 4.7. The redemption of the BBM Code is fulfilled by Burpple 2021 Pte Ltd and/or Burpple Pte Ltd (as the case may be) (“**Burpple**”) and subject to any further terms and conditions which may be imposed by Burpple and/or its respective merchants.
- 4.8. The redemption and fulfilment of the BBM Code is subject to Burpple’s terms and conditions, including, but not limited to, the auto-renewal of the Burpple Beyond Premium membership plan by default, unless auto-renewal has been deactivated by the Qualifying Customer in the Burpple app in advance of the next annual fee payment date. Any issues or disputes arising out of, relating to, and/or in connection with the redemption and fulfilment of the BBM Code shall be resolved directly with Burpple (help@burpple.com) and/or its merchants.
- 4.9. The BBM Code is strictly not refundable and cannot be replaced if lost, damaged or expired. The BBM Code is not transferrable or exchangeable for cash or other items. OCBC Bank reserves the right to substitute or replace the BBM Code with any item of similar or lower value, at its sole and absolute discretion without notice to any person.
- 4.10. Unless otherwise stated, the Promotion cannot be combined or used in conjunction with any other promotions, vouchers, or discount programmes.
- 4.11. The Membership shall be available for use and redemption at selected third-party merchants. The use and redemption of the Membership 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. Eligible Customers who receive the Membership are required to read, understand, and agree to these further terms and conditions.
- 4.12. OCBC reserves the rights in its sole and absolute discretion to determine whether a customer qualifies as a Qualifying Customer and whether the transactions qualify as Eligible Transactions during the Promotion. If OCBC in its sole and absolute discretion decides that any customer or transaction is not to be considered as a Qualifying Customer or valid Eligible Transactions, the Membership 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.
- 4.13. 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 BBM Code 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.

5. General

- 5.1. The eligibility of any Qualifying Customer to receive any Membership shall be determined at the absolute discretion of OCBC Bank.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 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 (Cap 53B) to enforce any of these Terms and Conditions.