

## Terms and Conditions Governing the OCBC Pay Anyone™ Chinese New Year e-Ang bao Campaign 2022 (“Promotion”)

### 1. The Promotion

- 1.1. The Promotion will commence from 26<sup>th</sup> January to 15<sup>th</sup> February 2022 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation (“**OCBC Bank**”) in its absolute discretion (“**Promotion Period**”).

### 2. Eligibility

- 2.1. The Promotion is open to all OCBC Pay Anyone™ (“**PAO**”) users (each an “**Eligible Customer**”, and collectively, the “**Eligible Customers**”).

### 3. Definitions

- 3.1. A “**Eligible Transaction**” means a successful e-Ang bao transaction to a unique individual recipient with a minimum e-Ang bao value of S\$10 made via OCBC Pay Anyone™ app. For the avoidance of doubt, multiple repeated e-Ang bao transactions to the same individual recipient will not be counted as an Eligible Transaction.
- 3.2. An “**e-Ang bao transaction**” is a peer-to-peer funds transfer that is cloaked with festive Chinese New Year livery and made available on the OCBC PAO app for a limited time.

### 4. Promotion Mechanics

- 4.1. Eligible Customers who make an Eligible Transaction during the Promotion Period will receive a cash credit of up to S\$88 (“**Cash Credit**”). Each Eligible Customer shall be entitled to a maximum of one (1) Cash Credit per calendar week during the Promotion Period.
- 4.2. For the duration of the Promotion Period, an aggregate pot of S\$22,888 (the “**Aggregate e-Ang bao Fortune Pot**”) shall be made available to all Eligible Customers who make Eligible Transactions during the Promotion Period.
- 4.3. Each calendar week of the Promotion Period, OCBC Bank shall decide in its sole and absolute discretion the amount from Aggregate e-Ang bao Fortune Pot to be distributed to the Eligible Customers who make Eligible Transactions for that calendar week (the “**Weekly e-Ang bao Fortune Pot**”). For the avoidance of doubt, the sum of all Weekly e-Ang bao Fortune Pots shall not exceed the Aggregate e-Ang bao Fortune Pot.
- 4.4. An Eligible Customer shall be entitled to receive a Cash Credit based on the following formula:
- $$\frac{\text{Number of Eligible Transactions performed by Eligible Customer in a calendar week}}{\text{Total Number of Eligible Transactions performed by all Eligible Customers in a calendar week}} * \text{Weekly e - Ang bao Fortune Pot}$$
- 4.5. The Cash Credit is limited to all Eligible Customers who meet the criteria set out in the Terms and Conditions during the Promotion Period.
- 4.6. The Promotion is not valid in conjunction with any other privileges, promotions, or discount programmes.
- 4.7. All Cash Credits are strictly non-refundable, non-transferable, and non-assignable.

- 4.8. For the avoidance of doubt, any person entitled to the Cash Credit is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide Cash Credit to another Eligible Customer.
- 4.9. OCBC reserves the rights in its sole and absolute discretion to determine whether a transaction qualifies as an Eligible Transaction during the Promotion Period. If OCBC in its sole and absolute discretion decides that any transaction is not to be considered as a valid Eligible Transaction, Cash Credit will not be awarded to the customer.

## **5. Cash Credit Fulfilment**

- 5.1. Subject to the fulfilment of all the conditions specified in these Terms and Conditions to the absolute satisfaction of OCBC, the Cash Credit will be credited to the Eligible Customer's OCBC Deposit account linked to PAO and used for the Eligible Transactions, within 30 business days after the end of the Promotion Period.
- 5.2. 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 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, claw-back, cancellation or invalidation.
- 5.3. 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 Customers' OCBC deposit account linked to PAO and used for the Eligible Transaction 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 Cash Credit, OCBC reserves the right to
- a) Withdraw the Cash Credit at any time; or
  - b) Claw-back the Cash Credit or request the relevant customer to repay or compensate OCBC the value of Cash Credit at any time,

and OCBC shall have the right to debit the value of Cash Credit or such other amount as it deems fit from the account(s) of the Eligible 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 Cash Credit for whatsoever reasons.

## 6. General

- 6.1. The eligibility of any Eligible Customers to receive any Cash Credit shall be determined at the absolute discretion of OCBC.
- 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.