

## **Terms and Conditions Governing the OCBC Pay Anyone™ x Flash Coffee 11.11 Promotion 2021 ("Promotion")**

### **1. The Promotion**

- 1.1. The Promotion will commence from 11<sup>th</sup> to 17<sup>th</sup> November 2021 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation ("**OCBC**") and Flash Coffee Pte Ltd ("**Flash Coffee**") in its absolute discretion ("**Promotion Period**").

### **2. Eligibility**

- 2.1. The Promotion is open to all OCBC Pay Anyone™ ("**PAO**") users (each an "**Eligible User**").

### **3. Promotion Mechanics**

- 3.1. An Eligible User shall be entitled to purchase a regular-sized drink from Flash Coffee's "Essential" menu at the promotional price of S\$1.00 (the "**Promotional Price**") provided payment is made via PayNow QR (through PAO) upon checkout ("**Scan and Pay Transaction**").
- 3.2. The Promotional Price is valid for the first 3,000 Scan and Pay Transactions that occur during the Promotion Period.
- 3.3. The Promotion is not valid in conjunction with any other privileges, promotions, or discount programmes.
- 3.4. All purchases made at the Promotional Price are strictly non-refundable, non-transferable, and non-assignable.
- 3.5. Any disputes regarding the Promotional Price or services comprising or relating to the Promotional Price should be resolved directly with Flash Coffee.

### **4. General**

- 4.1. The eligibility of any user to enjoy any promotional price shall be determined at the absolute discretion of OCBC Bank.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.

- 4.5. 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.
- 4.6. 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.