

## Terms and Conditions Governing the OCBC Pay Anyone™ x Mercatus Malls Promotion 2022 (“Promotion”)

### 1. The Promotion

- 1.1. The Promotion will run from 25<sup>th</sup> July to 31<sup>st</sup> August 2022 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation (“**OCBC Bank**”) and/or Mercatus Co-operative Limited (“**Mercatus**”) in its absolute discretion (“**Promotion Period**”).

### 2. Eligibility

- 2.1. The Promotion is open to all OCBC Pay Anyone™ (“**PAO**”) users who meet all the requirements set out in these terms and conditions (each an “**Eligible User**”).
- 2.2. To earn M Points, PAO users must successfully register an account via M Malls mobile application.

### 3. Definition

- 3.1. A “**Scan & Pay**” is a successful payment made via PAO by scanning the QR code generated on the NETS terminal or PayNow or SGQR at participating merchants within AMK Hub, Jurong Point or Swing by @ Thomson Plaza (“**Participating Malls**”) in Singapore for payment of goods and services.
- 3.2. “**Operating Hours**” refers to AMK HUB and Jurong Point operates from 10am to 10pm while Swing By @ Thomson Plaza operates from 11.30am to 9.30pm.

### 4. Promotion Mechanics

- 4.1. To qualify for the Promotion lucky draw, an Eligible User will need to perform a successful Scan & Pay transaction using OCBC Pay Anyone™ at M Privileges participating merchants at Participating Malls with a minimum spend of S\$20 per transaction (“**Qualifying Transaction**”) during the Promotion Period.
- 4.2. Each Eligible User will earn one (1) lucky draw chance with every Qualifying Transaction, capped at a maximum of one lucky draw chance per day across all Participating Malls and a maximum of 20 lucky draw chances per Eligible User across all Participating Malls throughout the Promotion Period. To receive the lucky draw chance, Eligible Users must scan the Qualifying Transaction to their M Malls mobile application. 20 lucky draw winners will be selected to receive 500,000 M Points (worth S\$500) each.
- 4.3. Each Eligible User shall be entitled to receive 5,000 M Points (worth S\$5) (“**M Points**”) upon spending a minimum of S\$60 at the Participating Malls, where such expenditure can comprise a maximum of three (3) Qualifying Transactions performed within the same day. To receive the M Points, Eligible Users must scan the Qualifying Transaction(s) to their M Malls mobile application.
- 4.4. The redemption is valid for the first 1,240, 580 and 180 Qualifying Transactions (totalling 2,000 Qualifying Transactions) made at all participating merchants at Jurong Point, AMK Hub and Swing By @ Thomson Plaza respectively.

For the avoidance of doubt, in the event that any person entitled to the M Points is subsequently found to be ineligible for the Promotion, neither OCBC nor Mercatus shall be obligated or liable to provide the M Points to another Eligible User.

- 4.5. The Promotion is only redeemable at the respective customer service counters in the Participating Malls daily during the Participating Malls' Operating Hours (including eve of Public Holiday and Public Holiday) for same-day, same-mall purchases only.
- 4.6. The Promotion is not valid in conjunction with any other privileges, promotions, or discount programmes.
- 4.7. M Points are strictly non-refundable, non-transferable, and non-assignable.
- 4.8. M Points are strictly not exchangeable for cash.
- 4.9. Redemption of M Points is subject to Mercatus' terms and conditions, which can be found on M Privileges Website (<https://www.mprivileges.com.sg/>).
- 4.10. Any disputes regarding the goods or services comprising or relating to the M Points should be resolved directly with Mercatus and participating merchants respectively.
- 4.11. If any Eligible User is subsequently discovered to be ineligible to participate in the Promotion or to receive the M Points, OCBC Bank and/or Mercatus reserves the right to (i) forfeit or withdraw the M Points at any time; or (ii) (where the M Points have been redeemed) claw-back the M Points or request the relevant user to repay to or compensate OCBC and/or Mercatus the value of the M Points at any time, and OCBC Bank and/or Mercatus shall have the right to debit the value of the M Points plus any goods and services tax or such other amount as it deems fit from the account(s) of the user. No person shall be entitled to any payment or compensation from OCBC Bank and/or Mercatus should any M Points be forfeited or withdrawn or reclaimed by OCBC Bank and/or Mercatus, or if a user is asked to repay to or compensate OCBC Bank and/or Mercatus the value of the M Points for whatsoever reasons.

## **5. General**

- 5.1. The eligibility of any user to participate in the Promotion and/or receive the M Points shall be determined at the absolute discretion of OCBC Bank and/or Mercatus.
- 5.2. OCBC Bank and/or Mercatus reserve 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 and Mercatus 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 and Mercatus' 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 2001 to enforce any of these Terms and Conditions.