

## **Terms and Conditions Governing the OCBC Pay Anyone™ x POPULAR Promotion 2021-2022 (the "Promotion")**

### **Promotion Period**

1. The Promotion commences on 15<sup>th</sup> November 2021 and ends on 14<sup>th</sup> January 2022 (or any such date(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") and Popular Book Company (Pte.) Limited ("Popular") in their absolute discretion) (the "**Promotion Period**").

### **Eligibility Criteria**

2. This Promotion is applicable to all users of OCBC Pay Anyone™ ("**PAO**") (each an "**Eligible Customer**"), collectively, the "**Eligible Customers**".
3. An "**Eligible Transaction**" for purposes of the Promotion is:
  - a. a successful peer-to-merchant payment of a minimum transaction amount of **S\$50** sent via PAO by scanning the NETS QR code for the payment of goods and services at any POPULAR outlet.

### **Promotion Mechanics**

4. Eligible Customers who make an Eligible Transaction during the Promotion Period will be entitled to receive S\$5 cashback per Eligible Transaction ("**Cash Credit**").
5. This promotion is limited to 2000 redemptions throughout the campaign period.
6. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC:
  - a. the Cash Credit will be credited into the Eligible Customer's OCBC deposit account linked to PAO and used for the Eligible Transactions,
    - i. by 1<sup>st</sup> February 2022 for Eligible Transactions made by such Eligible Customers by 14<sup>th</sup> December 2021 and
    - ii. by 1<sup>st</sup> March 2022 for Eligible Transactions made by such Eligible Customers by 14<sup>th</sup> January 2022.
7. OCBC reserves the right and at any time at its absolute discretion and without giving any reason or notice to clawback, 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 clawback, cancellation or invalidation.
8. 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 Customer's OCBC deposit account linked to PAO and used for the Eligible Transactions 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 any Cash Credit, OCBC reserves the right to claw-back the Cash Credit or request the relevant customer to repay to or compensate OCBC the value of the Cash Credit at any time, and OCBC shall have the right to debit the equivalent Singapore Dollar value of the Cash Credit from the account(s) of the customer. No person shall be entitled to any payment or compensation from

OCBC should any Cash Credit be clawed back, or reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Cash Credit for whatsoever reasons.

### **General**

9. The Promotion shall not apply in conjunction with any other privileges or promotions
10. The eligibility of any Eligible Customer to receive any Cash Credit shall be determined at the absolute discretion of OCBC.
11. OCBC 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 OCBC Pay Anyone users and the dates of the Promotion.
12. OCBC 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 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.
13. OCBC'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. 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.
14. OCBC 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.
15. 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.