

## Terms and Conditions Governing the OCBC Payment Apps x Scan & Pay Promotion 2022 ("Promotion")

### 1. The Promotion

- 1.1. The Promotion will run from 1<sup>st</sup> October 2022 to 30<sup>th</sup> November 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 Criteria

- 2.1. You will qualify for the Promotion ("**Eligible Customer**") if you have an OCBC Digital and/or OCBC Pay Anyone™ (collectively known as "**OCBC Payment Apps**") account, and your OCBC Payment App account is active from the start of the Promotion Period until 6 months after the end of the Promotion Period.

### 3. Definitions

- 3.1. "**Eligible Transaction**" means a (i) successful peer-to-merchant payment whether made through PayNow QR, PayNow UEN, Mastercard QR, NETS QR via OCBC Payment Apps; or (ii) AXS bill payment made via OCBC Pay Anyone™.

### 4. Promotion Mechanics

- 4.1. An Eligible Customer shall be entitled to receive 3% cashback (capped S\$20 during each Promotion Sub-Period) on all Eligible Transactions made during the following Promotion Sub-Period(s):

Promotion Sub- Period(s)
Promotion Sub-Period 1: 1 <sup>st</sup> to 31 <sup>st</sup> October 2022
Promotion Sub-Period 2: 1 <sup>st</sup> to 30 <sup>th</sup> November 2022

- 4.2. The Promotion is limited to the first 2,000 Eligible Customers who make Eligible Transactions during each Promotion Sub-Period and who meet the conditions set out in these terms and conditions. For the avoidance of doubt, in the event that any person entitled to the cashback is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the cashback to another Eligible Customer.
- 4.3. OCBC Bank reserves the rights in its sole and absolute discretion to determine whether a customer qualifies as an Eligible Customer and whether a transaction qualifies as an Eligible Transaction during the Promotion Period. If OCBC Bank in its sole and absolute discretion decides that any customer or transaction is not to be considered as an Eligible Customer or a valid Eligible Transaction (as the case may be), the cashback will not be

awarded.

4.4. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the cashback, OCBC Bank reserves the right to (i) forfeit or withdraw the cashback at any time; or (ii) (where the cashback has been credited) claw-back the cashback or request the relevant customer to repay to or compensate OCBC Bank the cashback at any time, and OCBC Bank shall have the right to debit the value of the cashback or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank should any cashback be forfeited or withdrawn, if any cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the cashback for whatsoever reasons.

4.5. By participating in this Promotion, Eligible Customers provide their consent for OCBC Bank to collect, use and disclose their personal data, including their names, mobile numbers, and email addresses ("**Personal Data**") for the purposes of determining their eligibility for the Promotion, verifying their identity, contacting them, and administering the cashback. OCBC will collect, use, and disclose the Personal Data of the Eligible Customers in accordance with the Singapore Personal Data Protection Act 2012 and OCBC's Data Protection Policy.

## 5. Cashback Fulfilment

5.1. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the cashback will be credited into the Eligible Cardmember's OCBC Bank deposit account.

5.2. If an Eligible Customer does not have an OCBC Bank deposit account and fails to create an OCBC Bank deposit account by the end of Promotion Sub-Period for which the Eligible Customer is to receive the cashback, the Eligible Customer shall not be entitled to receive the cashback for that Promotion Sub-Period.

5.3. Subject to the fulfilment of the terms and conditions set out herein, OCBC Bank shall credit the cashback to the Eligible Customer's OCBC Bank deposit account within 45 days from the end of the applicable Promotion Sub-Period, i.e. by 15 December 2022 for cashback awarded during Promotion Sub-Period 1 and by 15 January 2023 for cashback awarded during Promotion Sub-Period 2.

5.4. Eligible Customers who qualify for the cashback will be notified within 45 calendar days from the end of each applicable Promotion Sub-Period.

5.5. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the cashback.

## 6. General

6.1. The eligibility of any Eligible Customer to participate in this Promotion and/or receive any cashback shall be determined at the absolute discretion of OCBC Bank.

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 2001 to enforce any of these Terms and Conditions.