

# Terms and Conditions Governing OCBC Digital Account Opening for Foreigners Referral Program 2023

V10082023

#### **Promotion Period**

1. The Programme shall commence on 16 June 2023 until such period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") in its absolute discretion.

## Eligibility

- 2. To be eligible to participate in the Programme as a referrer, an individual must invite their friend(s) to open a bundled Statement Savings Account and Global Savings Account ("Account") by sharing their personalised referral code (from the OCBC Digital referral dashboard) with their friend(s) (a "Referrer").
- 3. To be eligible to participate in the Programme as a referred client, an individual:
- (a) must be at least 16 years old;
- (b) must be a valid Passport Holder from either Hong Kong, Malaysia, Indonesia or mainland China; and
- (c) must be a new customer to OCBC Singapore

# (collectively, a "Referred Client").

4. Referrers are not allowed to refer themselves for this Programme.

### **Referral Mechanics**

- 5. Referrers and Referred Clients who meet the conditions set out in these terms and conditions shall each be entitled to receive \$\$15 ("Credits") credited into their existing CASA account.
- 6. To qualify for the disbursement of credits to both Referrer and Referred Client, the Referred Client must successfully fund their Account with a minimum of \$\$1,000 within 30 days of account opening.
- 7. Referrals should only be made for personal and non-commercial purposes. Referrers are prohibited from "spamming" any individual with referral invitations, and this includes but is not limited to mass emailing, texting or messaging individuals that the Referrer does not know, or using automated systems or bots through any channel to distribute a Referral Code.
- 8. A Referred Client may only submit one (1) Referral Code under the Programme. If more than one Referrer refers the same Referred Client, only the last Referrer whose Referral Code the Referred Client successfully inputs, will receive the Credits.
- 9. The Referrer consents to having his/her information disclosed to the Referred Client and any other parties as the Bank may in its sole and absolute discretion deem fit, for the purpose of this Programme.
- 10. The Referred Client consents to having his/her information (including such information (a) relating to the referral or the Programme; (b) required for the fulfilment of the Credits to the Referrer and the Referred Client, and the Referred Client's status of successful funding) disclosed to the Referrer and any other parties as the Bank may in its sole and absolute discretion deem fit, for the purpose of this Programme.



#### **Credits**

- 11. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the Referrer and Referred Client will receive the Credits once the Referred Client's funding requirements are successfully executed.
- 12. There is no limit to the number of Referred Clients and, accordingly, Credits, that a Referrer may successfully refer and receive.
- 13. Each Referrer shall only be entitled to receive a maximum of one (1) set of Credits in respect of each Referred Client for the entirety of the Programme.
- 14. Each Referred Client shall only be entitled to receive a maximum of one (1) set of Credits under the Programme.
- 15. The Programme shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 16. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any Credits awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- 17. If any Referrer or Referred Client is subsequently discovered to be ineligible to participate in the Programme or to receive the Credits, OCBC Bank reserves the right to (i) withdraw the Credits at any time; or (ii) claw-back the Credits or request the relevant customer to repay to or compensate OCBC Bank the value of the Credits at any time, and OCBC Bank shall have the right to debit the value of the Credits 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 credits be withdrawn, if any Credits are reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Credits for whatsoever reasons.

# General

- 18. The eligibility of any Referrer or Referred Client to receive any Credits shall be determined at the absolute discretion of OCBC Bank.
- 19. OCBC Bank reserves the right at its absolute discretion to terminate this Programme or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any customer and the dates of this Programme .



- 20. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Programme, or any product and/or service relating to the Programme. 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 Programme, and/or the use of any product and/or service relating to the Programme, by any person.
- 21. OCBC Bank's decisions on all matters relating to this Programme 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 Programme, these terms and conditions shall prevail.
- 22. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Programme 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.
- 23. These terms and conditions shall be governed by the laws of Singapore and each participant in the Programme 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.
- 24. By participating in the Programme, the Referred Client and Referrer consent to:
  - (i) OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Programme, contacting them, and administering the Programme (including the redemption of any prize, gift, or reward) (the "Purposes");
  - (ii) OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and
  - (iii) the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: https://www.ocbc.com/personal-banking/policies).
- 25. In addition to this referral promotion, Eligible Customers can also participate in other OCBC referral programmes, such as referral programme for the Premier and Premier Private Client.
- 26. The Chinese version of [Terms and Conditions Governing OCBC Digital Account Opening for Foreigners Referral Program 2023] is for reference only. In the event of inconsistency between the English and Chinese version, the English version shall prevail.