

OCBC Rewards Terms of Use

These terms of use ("**Terms of Use**") govern the OCBC Rewards administered by Oversea-Chinese Banking Corporation Limited (UEN: 193200032W), its successors and/or assignees ("**Bank**" or "**OCBC**"), and as may be updated, replaced, and/or varied by the Bank from time to time. The Rewards include a loyalty coalition programme through which OCBC may make available product and service offerings from Merchants to Customers, and any other features, services and functions made available through such platform from time to time, but shall exclude any external website or webpage owned, operated and maintained by Merchant or any other third party.

The Customer should read these Terms of Use carefully. By accessing or using the OCBC Rewards services, the Customer agrees to be bound by these Terms of Use. If the Customer does not agree to these Terms of Use, the Customer must not access or use the OCBC Rewards services.

The Customer's use of or redemption via OCBC Rewards , shall all be conditional and subject at all times to the Customer's agreement and full and timely compliance with these Terms.

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; and (ii) your acceptance and compliance with these Terms of Use. **If you do not have consent from your parent(s) or legal guardian(s), you must stop accessing or using the OCBC Rewards services.**

1. GENERAL DEFINITIONS AND INTERPETATION

In these Terms of Use, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1 "Conversion Transaction" means the conversion of rewards or loyalty points from one Loyalty Programme to another via OCBC Rewards;
- 1.2 "Customer Contract" is defined in Clause 5.5
- 1.3 "Losses" means all losses, settlement sums, costs (including legal fees and expenses on a solicitor client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.
- 1.4 "Loyalty Programme" means any of the Bank's rewards programmes (including OCBC Rewards programme, 90°N Miles programme and OCBC VOYAGE programme), or a loyalty programme administered by a Loyalty Partner.
- 1.5 "Loyalty Partner" means any of our partners whose loyalty points you can use on OCBC Rewards to (a) redeem Vouchers or a Merchant's products and/or services or (b) convert to the loyalty points of another Loyalty Programme.

- 1.6 “Merchant” means such third-party merchants whose Vouchers, products and/or services are offered, provided or otherwise made available to Users via OCBC Rewards.
- 1.7 “OCBC Rewards Points” means any of the Bank’s rewards programme points (including OCBC\$, 90°N Miles and OCBC VOYAGE Miles).
- 1.8 “Operator” means the third-party operator of such features and functionalities provided through or on OCBC Rewards that allows Users to redeem goods, services or Vouchers.
- 1.9 “Order” means an order from the Operator for Vouchers or a Merchant’s products and/or services made by a User via OCBC Rewards.
- 1.10 “Personal Data” refers to any data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which OCBC has or is likely to have access, including data in OCBC’s records as may be updated from time to time. Examples of such Personal Data include the individual’s name, address, national registration identity card (NRIC) number or email address.
- 1.11 “Voucher” means the electronic vouchers or electronic promotional codes issued and sold by Merchants on OCBC Rewards, which may be redeemable with other third parties for products, services, promotions and/or discounts.

2. GENERAL CONDITIONS

- 2.1 You may earn the Bank’s rewards points or loyalty points in accordance with the Loyalty Programmes, subject to the terms and conditions of such Loyalty Programmes. You agree to comply with such terms and conditions at all times in using OCBC Rewards.
- 2.2 On OCBC app > OCBC Rewards, you may do the following:
 - a. check your balance of the Bank’s rewards programmes (including OCBC Rewards programme, 90°N Miles programme and OCBC VOYAGE programme);
 - b. convert rewards or loyalty points from one Loyalty Programme to another;
 - c. redeem e-vouchers, products and/or services offered; and/or
 - d. perform such other transactions on OCBC Rewards as OCBC may permit from time to time.
- 2.3 Without prejudice to the other terms in these Terms of Use, the following conditions must be satisfied before you can perform a transaction using rewards or loyalty points issued to you by the Bank or a Loyalty Partner:
 - a. You must be a Customer and member of at least one Loyalty Programme, both of which are valid at the time of the particular transaction.

- b. You are required to provide information relating to your crediting Loyalty Programme in the manner as stipulated by OCBC to carry out the redemption of the relevant rewards or loyalty points via OCBC Rewards.
 - c. You must have the requisite amount of rewards or loyalty points from the applicable Loyalty Programme to perform the intended transaction.
 - d. Subject to the Bank's determination as set out in OCBC Rewards, you may be able to convert some of your rewards or loyalty points from other Loyalty Programmes to meet the requisite amount before performing the transaction.
- 2.4 Without prejudice to the other terms of these Terms of Use, OCBC reserves the right to modify the balances of rewards or loyalty points in your OCBC Rewards (whether by crediting or deducting) at any time, upon any of the following circumstances:
- a. wrongful credit or deduction of rewards or loyalty points arising from any and all system malfunctions or outages, human error, fraud, or administrative mistakes, whether on the part of OCBC or the Loyalty Partner;
 - b. false, inaccurate, misleading or illegible information supplied by you;
 - c. changes to the amount of rewards or loyalty points required to redeem a particular product, service or Voucher; or
 - d. changes to the rates for the conversion of rewards loyalty points from one Loyalty Programme to another.
- 2.5 OCBC may from time to time, in its sole discretion and without prior notice to you, determine and/or amend any of the following:
- a. the list of Loyalty Partners;
 - b. the conversion rate for any rewards or loyalty points from one Loyalty Programme to another;
 - c. the convertibility of any rewards points or loyalty points between one Loyalty Programme to another;
 - d. the administrative fee applicable to the conversion of rewards or loyalty points from one Loyalty Programme to another.
 - e. any specific terms and conditions for any transaction and/or Order; and
 - f. the amount of rewards or loyalty points required for a transaction;

- 2.6 You must comply with OCBC's notices, guidelines and operating rules and policies pertaining to the use of OCBC Rewards which OCBC may issue from time to time. These notices, guidelines and operating rules and policies will generally be notified to you via email and/or publication, or such other method of notification as may be designated by OCBC, which you acknowledge shall be sufficient notice for the purpose of this clause.
- 2.7 Use of the e-vouchers, products or services made available via OCBC Rewards or the distribution of materials via the Platform may be subject to or restricted by terms imposed by Operator or any Merchants (as the case may be) and/or applicable laws. It is your responsibility to find out what those terms and/or applicable laws are and observe them.
- 2.8 OCBC may from time-to-time change Operator and shall not be liable for any Losses suffered by you due to such change (including but not limited to any unavailability of OCBC Rewards due to transition arrangements between operators)
- 2.9 You agree that OCBC (or its agents, sub-contractors and/or service providers) has the right to: (i) monitor, screen or otherwise control any activity or content on OCBC Rewards (ii) investigate any violation of the Terms of Use and take any action it deems appropriate (iii) prevent or restrict access of any User to [OCBC Rewards]; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- 2.10 All transactions (including without limitation Conversion Transactions) that you request via OCBC Rewards are not binding until processed and accepted by Operator or Merchant. OCBC reserves the right to not process any transaction if: (i) such transaction does not comply with the requirements or terms and conditions applicable to the use of OCBC Rewards , including these Terms of Use, or is otherwise not in the mode or manner required by OCBC; (ii) OCBC is prohibited from processing such transaction by reason of any applicable laws or legal requirements; (iii) if the products and/or services ordered are to be delivered to an invalid address or address outside of Singapore; or (iv) for such other reason as OCBC may deem appropriate at its sole discretion.

3. OCBC REWARDS KRISFLYER MILES REDEPTION PROGRAMME

- 3.1 The Bank may, from time to time and at its sole and absolute discretion, allow you to participate in a programme allowing you to convert your OCBC\$ to KrisFlyer miles under the KrisFlyer Programme ("**KrisFlyer Miles Redemption Programme**"), provided that you:
- a. hold a Card as a Principal Cardmember, and the Card is not an OCBC Classic or Gold Card;
 - b. is enrolled in Singapore Airlines' KrisFlyer Programme; and

- c. complies with the terms herein and the terms and conditions of Singapore Airlines' KrisFlyer Programme.
- 3.2 Under the KrisFlyer Miles Redemption Programme, you may effect mile transfers at the conversion rate(s) listed on OCBC Rewards or such other website as OCBC may deem appropriate (the "**KrisFlyer Miles Redemption Programme Catalogue**"), or such other rate(s) as OCBC may specify from time to time.
- 3.3 If you are a Principal Cardmember, you agree that the Bank may, from time to time, permit your Supplementary Cardmembers to effect mile transfers on your behalf in accordance with Clause 0 above, and that all KrisFlyer miles so transferred will be to your KrisFlyer account.
- 3.3 All KrisFlyer miles transferred by you or on your behalf must be to his/her own individual KrisFlyer account bearing his/her own name.
- 3.4 For each conversion of OCBC\$ to KrisFlyer miles as listed in the KrisFlyer Miles Redemption Programme Catalogue, a fee of S\$25 (or such other fee as OCBC may specify from time to time) will be charged to the relevant Card Account.
- 3.5 Once a redemption request for KrisFlyer miles has been accepted by OCBC, cancellation of redemption, refund of conversion fee or exchange of OCBC\$ for any other redemption item shall not be allowed.
- 3.6 You understand and agree that the process of successful conversion of OCBC Rewards Points to KrisFlyer miles will take up to 3 working days from the date of redemption of the relevant amount of OCBC\$. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in the conversion process for any reason whatsoever (including without limitation, delay due to incorrect information in the system or due to system constraints and errors). Urgent requests or cancellations will strictly not be entertained.
- 3.7 You will receive an acknowledgement via your registered email with OCBC and/or your secured inbox as a form of notification that the redemption of OCBC Rewards Points has been approved and the transfer of KrisFlyer miles is in process. You may refer to your online account statement by visiting www.krisflyer.com for an update of accumulated miles.
- 3.8 OCBC shall not be responsible for any fraud or unsuccessful transfers. In the latter case, your OCBC Rewards Points and the conversion fee will be refunded to your Card Account, as appropriate.
- 3.9 OCBC shall not be responsible for your KrisFlyer miles which have been successfully transferred or for the actions of Singapore Airlines in connection with but not limited to the KrisFlyer Programme.
- 3.10 For the avoidance of doubt, KrisFlyer miles will be transferred to your KrisFlyer account you provide to OCBC for the purposes of your redemption request. It is your responsibility

to provide all accurate and valid information (including without limitation the correct KrisFlyer membership number) to effect the transfer. Notwithstanding anything to the contrary, OCBC shall not be responsible for any losses, damages, claims, expenses, fees or liabilities howsoever incurred or suffered by you in relation to or as a result of the transfer of any OCBC\$ to your KrisFlyer account.

4. STATEMENT CREDIT PROGRAMME

- 4.1 The Statement credit programme enables a Customer holding an eligible Card to convert their OCBC Rewards Points to Statement credit in Singapore dollars which will be credited to the Principal Cardmember's Card Account. Eligible Cards shall be as set out at <https://www.ocbc.com/personal-banking/cards/credit-card.page> or as the Bank may otherwise designate from time to time. For the avoidance of doubt:
- (a) Statement credits can only be credited to the Card account of the Card type used for redemption;
 - (b) crediting of Statement credit to other Card accounts or Card types with OCBC is not allowed;
 - (c) Statement credit cannot be transferred or sold in exchange for money, and is not exchangeable for cash; and
 - (d) Statement credit cannot be withdrawn as cash or transferred to any other bank.
- 4.2 Once the redemption has been effected, no cancellation or reversal of transaction or exchange of OCBC Rewards Points up to the amount credited for such redemption or for any other redemption items will be allowed.
- 4.3 You understand and agree that the process of conversion and crediting of Statement credit will take a minimum of 7 working days. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in processing for any reason whatsoever (including without limitation, delay due to incorrect information in the system or system constraints and errors).
- 4.4 Each successful conversion of OCBC Rewards Points to Statement credit will be reflected in your Card Account Statement.

5. CONVERSION TRANSACTIONS

- 5.1 Where applicable, to convert rewards or loyalty points from one Loyalty Programme to another:
- a. you must be a member of at least two Loyalty Programmes;

- b. you must have the requisite minimum amount of the original rewards or loyalty points in your Loyalty Programme to perform the conversion, taking into account the applicable conversion rates, administrative fees and/or charges as stated on OCBC Rewards ; and
 - c. the requested Conversion Transaction must comply with any applicable terms and conditions imposed on you pursuant to your membership of the relevant Loyalty Programmes.
- 5.2 Upon submission of the conversion request, the corresponding amount of the original rewards or loyalty points required for the conversion (including any applicable administrative fees and/or charges) will be deducted from your OCBC Credit Card immediately. OCBC Rewards will inform you if the conversion request is successful.
- 5.3 For each Conversion Transaction (other than a KrisFlyer miles Conversion Transaction), a fee of S\$25 (or such other fee as OCBC may specify from time to time) will be charged to the relevant Card Account.
- 5.4 All conversion requests received by OCBC are final and non-cancellable. Once a conversion request has been submitted on OCBC Rewards, it cannot be cancelled or reversed.

6. ORDERS

- 6.1 You acknowledge and accept that except as otherwise indicated, all products, services and Vouchers offered on OCBC Rewards are sold/issued by Operator or the relevant Merchant as indicated on the specific listing on OCBC Rewards as the merchant on record, and not OCBC.
- 6.2 OCBC neither endorses nor assumes any responsibility or liability arising in connection with any Order or the products, services and Vouchers in respect of which an Order is carried out. Transfer of risk and property in redeemed products, delivery, product warranties (including the conditions and remedies for such warranties), support, refunds, returns, replacements, exchanges and any other ancillary products or services in relation to such products, services and Vouchers shall be governed by and subject to such terms and conditions as may be prescribed by OCBC, Operator and/or the relevant Merchant, which may be indicated on the specific listing or elsewhere on OCBC Rewards.
- 6.3 You may place an Order in accordance with the instructions as prescribed from time to time. Orders placed in any other manner will not be accepted. Upon placing an Order, your Order will be processed but only deemed to be accepted upon Operator or Merchant's confirmation (which shall be communicated to you via such channels or mediums as Operator may determine).
- 6.4 You acknowledge that you shall be responsible for ensuring the accuracy of the Order and that each Order shall be deemed to be irrevocable and non-cancellable upon transmission to

OCBC Rewards and Operator and/or the relevant Merchant shall be entitled to process such Order(s) without any further reference or notice to you.

- 6.5 All Orders shall be subject to Operator's processing and/or Operator's or Merchant's acceptance at their sole discretion and each accepted Order shall constitute an agreement entered into directly and only between you and Operator or the relevant Merchant ("**Customer Contract**"). You acknowledge that unless you receive Operator's or Merchant's confirmation (which shall be communicated to you via such channels or mediums as Operator and/or Merchant may determine) accepting your Order, Operator or Merchant shall not be party to any legally binding agreements or promises made between Operator or Merchant and you for the sale or other dealings with the relevant products and/or services and accordingly Operator or Merchant shall not be liable for any Losses which may be incurred as a result. For the avoidance of doubt, Operator and Merchant each reserve the right to decline to process or accept any Order received from or through OCBC Rewards in their absolute discretion.
- 6.6 You agree that each of Operator and Merchant shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant Voucher, product and/or service has been mispriced on OCBC Rewards or for any other reason as determined by Operator or Merchant in their absolute discretion. In the case of a Customer Contract for the sale of products, Merchant shall have such right to terminate the relevant Customer Contract whether or not the relevant product has been dispatched or are in transit and whether payment has been charged to you.
- 6.7 You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Operator or Merchant which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by OCBC, Operator or Merchant. You also acknowledge and agree that the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms of Use and Customer Contracts allocate risks between the parties and permit Operator or Merchant to provide their Vouchers, products and/or services at lower fees or prices than Operator or Merchant otherwise could and you agree that such exclusions of liability are reasonable.
- 6.8 Without prejudice to the generality of Clause 7.7:
- a. as the e-vouchers are issued by Operator and not OCBC (notwithstanding that they may incorporate the OCBC mark, logo and/or other marks and logos of OCBC), OCBC gives no warranty as to the quality, merchantability, state, condition or fitness of the e-vouchers, products and/or services offered, provided or made available on OCBC Rewards;
 - b. no condition is made or to be implied nor is any warranty given or to be implied as to any Vouchers, the life or wear of any products and/or services supplied or that they will be suitable for any particular purpose or use under any specific conditions,

notwithstanding that such purpose or conditions may be known to Operator or Merchant; and

- c. OCBC shall be under no liability for the following measures and actions taken by you or third parties and the consequences thereof: improper remedy of defects, alteration of the relevant Vouchers, products and/or services without the prior agreement of OCBC, addition and insertion of parts, in particular of spare parts which do not come from OCBC.

- 6.9 You may make payment in respect of an Order by using any of the payment methods prescribed by Operator from time to time and in accordance with any additional terms as may be prescribed by Operator from time to time. Payments may be made to and processed by Operator. You acknowledge that Operator is entitled to collect payments from you on behalf of Merchant, if applicable.
- 6.10 You may not claim against Operator, Merchant or any of Merchant's agents, for any failure, disruption or error in connection with your chosen payment method. Operator reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

7. QUESTIONS FEEDBACK, COMPLAINT AND REDEMPTION HISTORY

You may submit any questions, feedback or complaints regarding OCBC Rewards by sending an enquiry via Secured Mailbox on OCBC App. You may also view the transactions (such as Conversion Transactions and Orders) you have made on OCBC Rewards by clicking on "My Transactions" and following the instructions as may be prescribed by OCBC on such page from time to time.

8. DISCLAIMERS

- 8.1 Content and services from various sources, including Operator, Merchants and any other third-party content providers, including websites or webpages owned, operated and maintained by Operator, Merchants or any other third party ("Third Party Content"), may be included or provided through OCBC Rewards (such as the marketplace operated by Operator on which Orders may be made). None of OCBC, Operator, Merchants or any third-party content providers shall be liable for any errors or delays in STACK or any part thereof, or for any actions taken in reliance thereon. OCBC is under no obligation to monitor or review Third Party Content through OCBC Rewards and assumes no responsibility or liability for any Losses arising from or in connection with any such Third Party Content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in any such content. Any hyperlink to any other website or webpage (including any websites or webpages owned, operated and maintained by Merchant or any other third party) is for informational purposes only and for your convenience only and is not an endorsement or

verification of such website or webpage and should only be accessed at your own risk.

- 8.2 Any materials made available on OCBC Rewards, including any information, opinions and statements contained therein (“Materials”) are intended for general circulation only, do not contain or convey any advice, and should not be used or relied on as a basis for making any decisions. They do not take into account the specific needs of any particular person who may access or be in receipt of such Materials. Such Materials may cover a wide range of topics and are not intended to be a comprehensive study or to provide any recommendation or advice. Accordingly, they should not be relied on or treated as a substitute for specific advice on any particular issue. Please seek advice from a qualified professional with any questions you may have regarding any specific issue or concern you may have and the recommended course of action in respect thereof.
- 8.3 The Materials were prepared on a particular date and may not be updated or reflect any changes in law, events or practice since that date. Neither OCBC nor the author of the Materials undertakes any obligation to update the Materials or to correct any inaccuracy that may become apparent at a later time. All information, opinions and statements contained in the Materials are subject to change without notice.

9. NO WARRANTY

- 9.1 OCBC Rewards is provided “as is” and “as available”. No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, programme or macros, is given in conjunction with OCBC Rewards or any information and materials provided through OCBC Rewards.
- 9.2 Without prejudice to the generality of the foregoing, OCBC does not warrant: (i) the accuracy, timeliness, adequacy or completeness of OCBC Rewards; (ii) that your use of and/or access to OCBC Rewards, or the operation of OCBC Rewards, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that OCBC Rewards will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, programme or macros; (iv) that use of OCBC Rewards by you will not infringe rights of third parties; (v) that the products, services, materials and information contained on OCBC Rewards are appropriate or available for use in other locations/jurisdictions other than Singapore or (vi) that the balances of rewards or loyalty points reflected in your OCBC Reward sare accurate and correspond with the balances in the relevant loyalty accounts. Unless specified otherwise, any such products, services, materials and information are strictly for Users’ access and/or use in Singapore. In the event that the laws of the jurisdiction you are in do not permit or impose restrictions on the access to the any content on OCBC Rewards, you shall forthwith discontinue access to such content or comply with such restrictions (as the case may be).
- 9.3 You acknowledge and agree that OCBC does not warrant the security of any information transmitted by or to you using OCBC Rewards and you hereby accept the risk that any

information transmitted or received using OCBC Rewards may be accessed by unauthorised third parties and/or disclosed by OCBC and by its officers, employees or agents to third parties purporting to be you or purporting to act under your authority.

- 9.4 You will not hold OCBC or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

10. DATA PRIVACY AND CONFIDENTIALITY

- 10.1 You consent to OCBC, its related corporations (collectively, the “**OCBC Group**”), its business partners and its agents (collectively, the “**Representatives**”) collecting (including by way of recorded voice calls), using and disclosing your Personal Data for purposes reasonably required by OCBC, Related Corporations and Representatives for the purposes of facilitating the products or services on the OCBC Rewards , and such other applicable purposes as set out in OCBC Group’s Data Protection Policy accessible at <https://www.ocbc.com/group/policies.page> (“**Purposes**”). Where the Customer has provided the personal data of other individual(s) to OCBC Group and Representatives, the Customer confirms that consent has been obtained from such individual(s) for the collection, use, and disclosure of their Personal Data to OCBC Group and Representatives for the Purposes.
- 10.2 Certain Vouchers, products and/or services may be provided by Merchant or Operator (as the case may be) on a part of OCBC Rewards via framing or via Operator’s or Merchant’s own website or webpage (to which you may be directed from OCBC Rewards) and may be co-branded with OCBC’s logos or trademarks, even though they are not operated or maintained by OCBC. You acknowledge that any Personal Data submitted via such part of OCBC Rewards or Operator’s or Merchant’s website, or webpage may include Operator or Merchant (as the case may be) as the recipients. You further acknowledge that any collection, use and/or disclosure of such Personal Data on such parts of OCBC Rewards or Operator’s or Merchant’s such website or webpage may be subject to such terms and conditions as may be prescribed in Operator’s or Merchant’s own privacy policy. OCBC shall not be responsible for the privacy practices or policies of Operator or Merchant. You are encouraged to learn about the privacy practices or policies of Operator or such Merchants.
- 10.3 OCBC may contract with one or more third parties to provide, maintain and host the products or services on OCBC Rewards including but not limited to Operator. Therefore, any information you submit and/or any Content which you transmit may be placed and stored on a computer server maintained by Operator or another third party. You acknowledge that such information or content could pass through and may be stored in servers outside OCBC’s control. You agree that OCBC has no liability or responsibility for any such pass through or storage of the same.
- 10.4 You consent to the collection, storage, communication and processing of any of your information by any means necessary for OCBC to maintain appropriate transaction and

OCBC Rewards records and to the release and transmission to and the retention by the relevant third party service providers and hosts of your information to enable your use of OCBC Rewards.

11. EXCLUSION OF LIABILITY AND INDEMNITY

- 11.1 OCBC shall in no event nor for any reason whatsoever be liable for any Losses arising from or in connection with: (i) any access, use or the inability to access or use OCBC rewards, including in connection with any maintenance, breakdown, fault or non-availability of any part of OCBC Rewards ; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent programme or macros; (iii) any use of or access to any other website or webpage provided through OCBC rewards ; (iv) any services, products, Vouchers, information, data, software or other material obtained or downloaded through OCBC Rewards or from any other website or webpage provided through OCBC Rewards or from any other party referred through OCBC rewards , or through the use of OCBC Rewards or reliance on OCBC Rewards or the contents thereof; (v) your use or misuse of OCBC Rewards ; (vi) any defect, error, imperfection, fault, mistake or inaccuracy with OCBC Rewards , its contents or associated services; (vi) the unauthorized access by third parties to any of your information that is stored by OCBC or (vii) malfunctions and/or errors in the application programming interfaces, computer programmes and/or electronic data interchange interfaces made available to OCBC by a Loyalty Partner and (viii) problems caused by any remedial or preventative measure which may be taken by OCBC in the event of any occurrence of the foregoing. In no event shall OCBC be liable to you, or any other party for: (a) any amounts due from Merchants, Operator, other users of OCBC Rewards or any other third party; and/or (b) damages arising in connection with your use of and/or access to OCBC Rewards, by you or other third party; or (c) any indirect, special, economic or consequential damage or loss under these Terms of Use, whether or not OCBC have been informed of such possibilities. The exclusions herein shall take effect to the fullest extent permitted by law.
- 11.2 You shall indemnify and hold harmless and keep OCBC indemnified in full against all and any claims, actions, proceedings, loss, damage, costs (including legal costs on a full indemnity basis), expenses and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by OCBC arising from or which is directly or indirectly related to: (a) your access to and/or use of OCBC Rewards and/or any other person or entity's use of OCBC Rewards where such person or entity was able to access and/or use OCBC App by using your UserID and Password (where applicable); or (b) any breach or non-observance of any of these Terms of Use by you or by any other person or entity where such person or entity was able to access and/or use OCBC App by using your UserID and Password (where applicable).

12. INTELLECTUAL PROPERTY AND CONTENT TRANSMITTED

All copyright and other intellectual property and proprietary rights in OCBC Rewards are owned, licensed to or controlled by OCBC, Operator, Loyalty Partners or OCBC's licensors or service providers, unless otherwise indicated. You may access OCBC Rewards provided that OCBC or the relevant copyright owners retain all copyright and other proprietary notices contained on the content and materials on. OCBC App. The trademarks, logos, and service marks (collectively the "**Trade Marks**") displayed on OCBC Rewards are registered and unregistered Trade Marks of OCBC and where applicable, Operator, Loyalty Partners, Merchants or other third party proprietors identified on OCBC App. No right or license is given to any party accessing and/or using OCBC Rewards to download, reproduce or use any such Trade Marks.

13. TERMINATION

- 13.1 OCBC, in its sole discretion, may with immediate effect upon giving you notice in any of the manners prescribed in Clause 17 below, terminate your right to access and/or use OCBC Rewards (or any part thereof) for any reason whatsoever, including without limitation, a breach of any of the terms and conditions of these Terms of Use.
- 13.2 Upon your receipt of the notice referred to in Clause 15.1, all rights granted to you under these Terms of Use shall immediately cease and terminate and you shall forthwith cease the use of OCBC Rewards in any way whatsoever.
- 13.3 Termination of these Terms of Use for any reason shall not bring to an end OCBC's rights accrued prior to termination, and your obligations under any provisions of these Terms of Use which are meant to survive the termination.

14. AMENDMENTS TO TERMS OF USE

- 14.1 OCBC may impose such further terms and conditions and make such amendments to these Terms of Use as OCBC may in its discretion deem fit from time to time. OCBC will notify you of such amendments via email and/or publication on OCBC Rewards or such other method of notification as may be designated by OCBC, which you agree shall be sufficient notice for the purpose of this clause. If you do not agree to be bound by the amendments, you shall immediately cease all access and/or use of OCBC Rewards.
- 14.2 You further agree that if you continue to use and/or access OCBC Rewards after being notified of such amendments to these Terms of Use, such use and/or access shall constitute an affirmative: (i) acknowledgement by you of these Terms of Use and its amendments; and (ii) agreement by you to abide and be bound by these Terms of Use and its amendments. OCBC's right to vary these Terms of Use in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms of Use.

15. NOTICES

Any notice or other communication in connection with these Terms of Use: (i) may be given personally, by post, telephone or electronically if sent to the address or telephone number then most recently notified by the recipient to the sender; (ii) if given personally, will be deemed to have been received upon delivery; (iii) by post, will be deemed to have been received on the second day following posting; (iv) (a) if given by OCBC to you electronically, will be deemed to have been received upon delivery (and a delivery report received by OCBC will be conclusive evidence of delivery even if the communication is not opened by you); and (b) if given to OCBC electronically, will be deemed to have been received upon being opened by us; and (v) may be given through other means of communication (including without limitation, any website(s) and/or mobile application(s) and other electronic media) as OCBC may determine in its sole and absolute discretion).

16. FORCE MAJEURE

OCBC shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations or in OCBC Rewards 's operation if due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control (including acts of God, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures or power supply problems, acts or defaults of any telecommunications network operator or carriers, Internet or network related problems, problems with the services rendered by third party vendors or service providers and the acts or a party for whom OCBC is not responsible for).

17. ASSIGNMENT AND NOVATION

- 17.1 You may not assign your rights under these Terms of Use without OCBC's prior written consent. OCBC may, as it sees fit and without your consent:
- a. assign any content, personal data, software, and/or documentation used in relation to OCBC Rewards or any rights associated with any or all of the foregoing or any part thereof to any third parties; and/or
 - b. novate or otherwise transfer all of OCBC's rights and obligations under these Terms of Use to one or more third parties.
- 17.2 Immediately upon any third party agreeing to perform the obligations of OCBC in connection with OCBC Rewards or any part thereof, OCBC shall be fully discharged from all of its obligations and duties in connection with these Terms of Use and otherwise at law. You further agree and understand that by consenting to any collection, use, disclosure or other handling of your personal data by OCBC, you also consent to such collection, use, disclosure or other handling of your personal data by any successor-in-title, transferee or assignee of OCBC, and that for the avoidance of doubt, you shall be deemed to be a customer for the purposes of paragraph 1(p) of the Second Schedule of the Personal Data

Protection Act.

- 17.3 These Terms of Use will bind you and OCBC and OCBC's successors in title and assigns. These Terms of Use will continue to bind you notwithstanding any change in OCBC's name or constitution or OCBC's merger, consolidation or amalgamation with or into any other entity (in which case these Terms of Use will bind you to OCBC's successor entities).
- 17.4 In addition to these Terms of Use, the use of specific aspects of OCBC Rewards or more comprehensive or updated versions of OCBC Rewards may be subject to additional terms and conditions ("Additional Terms"), which will apply in full force and effect.
- 17.5 OCBC reserves the right (but shall not be obliged) to introduce new products, applications, programmes, services, functions and/or features (collectively "New Features") to OCBC Rewards. The term "OCBC Rewards" shall include New Features which are provided through OCBC Rewards respectively at no charge or fee unless otherwise indicated.
- 17.6 All New Features shall be governed by these Terms of Use and may be subject to Additional Terms which you shall be required to agree to before access to and use of such New Features are provided, and shall be deemed to have agreed to upon use of such New Features. In the event of any inconsistency between these Terms of Use and the Additional Terms, the Additional Terms shall prevail in so far as the inconsistency relates to the product, application, programme, service, function or feature in question unless otherwise provided.

18. GENERAL

- 18.1 Use of OCBC Rewards and these Terms of Use shall be governed by and construed in accordance with Singapore law but in enforcing these Terms of Use OCBC shall be at liberty to initiate and take actions or proceedings or otherwise against you in Singapore or elsewhere as OCBC may deem fit, and you hereby agree that where any actions or proceedings are initiated and taken in Singapore, you shall submit to the jurisdiction of the courts of Singapore in all matters connected with your obligations and liabilities under or arising out of or in connection with these Terms of Use.
- 18.2 If any provision of these Terms of Use is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be struck and severed from these Terms of Use and the remaining provisions of these Terms of Use shall not be affected thereby.
- 18.3 No failure or delay to exercise OCBC's rights under these Terms of Use shall operate as a waiver thereof nor shall such failure or delay affect OCBC's right to enforce its rights under these Terms of Use.
- 18.4 You acknowledge and agree that OCBC's records and any records of the communications, transactions, instructions or operations made or performed, processed or effected through OCBC Rewards by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, or any record of

communications, transactions, instructions or operations relating to the operation of OCBC Rewards and any record of any communications, transactions, instructions or operations maintained by OCBC or by any relevant person authorised by OCBC relating to or connected shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations. You further acknowledge and agree that OCBC's decisions on all matters relating to these Terms of Use will be at its absolute discretion and will be final and binding on you.

- 18.5 Save for Operator and Merchants, no person or entity who is not a party to these Terms of Use shall have any right under the Contracts (Rights of Third Parties) Act 2001 or other similar laws to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms of Use.
- 18.6 You agree and acknowledge that these Terms of Use and the services provided or made available thereunder do not include the provision of Internet access or other telecommunication services by OCBC. You acknowledge that OCBC shall not be responsible for any services through which you access and use OCBC Rewards or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use OCBC Rewards shall be your sole responsibility and shall be separately obtained by you, at their own cost, from the appropriate telecommunications or internet access service provider.