OCBC Bank
65 Chulia Street OCBC Centre
Singapore 049513

Terms and Conditions governing OCBC Tokens

1. The Bank may award certain rewards points known as OCBC Tokens to a person engaging in certain activities prescribed by the Bank ("**Customer**"), and allow the Customer to use and redeem OCBC Tokens. These terms and conditions ("**Terms**"), together with the OCBC Rewards Terms Of Use[1], govern the awarding and utilisation of OCBC Tokens 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.

2. The Customer should read these Terms as well as the OCBC Rewards Terms Of Use carefully before: enrolling in the OCBC Tokens programme; participating in any activities issuing OCBC Tokens; and/or using or redeeming OCBC Tokens. By performing any of the abovementioned acts, the Customer agrees to be bound by these Terms. If the Customer does not agree to these Terms, the Customer must not participate in any activities issuing OCBC Tokens, or use or redeem OCBC Tokens.

3. The Customer's enrolment into the OCBC Tokens programme, participation in the activities issuing OCBC Tokens, any award of OCBC Tokens to the Customer, and the Customer's use or redemption of any OCBC Tokens, shall all be conditional and subject at all times to the Customer's agreement and full and timely compliance with these Terms.

1. GENERAL DEFINITIONS AND INTERPRETATION

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

(a) 'Access Credentials' has the meaning given to it in the OCBC Electronic Banking Terms.

(b) 'Account' has the meaning given to it in the OCBC Deposit Account Terms.

(c) 'Bank' or 'OCBC' has the meaning given to it in paragraph 1 of the Introduction.

(d) 'Card' has the meaning given to it in the OCBC Cardmembers Agreement.

(e) 'Customer' has the meaning given to it in paragraph 1 of the Introduction.

(f) 'OCBC Cardmembers Agreement' means the OCBC Cardmembers Agreement available at https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/ocbc-credit-cardmembers-agreement.pdf or via such other means as the Bank may designate, and as may be amended from time to time.

[1] OCBC Rewards Terms Of Use accessible here: https://www.ocbc.com/personal-banking/terms-and-conditions/rewards/terms-of-use-governing-ocbc-rewards-programme

(g) 'OCBC Deposit Account Terms' means the OCBC Deposit Account Terms and Conditions available at https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-deposit-accounts or via such other means as the Bank may designate, and as may be amended from time to time.

(h) 'OCBC Electronic Banking Terms' means the OCBC Electronic Banking Terms and Conditions available at https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions-governing-electronic-banking-services or via such other means as the Bank may designate, and as may be amended from time to time.

(i) 'OCBC Group' has the meaning given to it in Clause 6 of Section A.

(j) 'OCBC Mobile Banking Services' has the meaning given to it in the OCBC Electronic Banking Terms.

(k) 'Purposes' has the meaning given to it in Clause 6 of Section A.

(l) 'Terms' has the meaning given to it in paragraph 1 of the Introduction.

(m) 'Voucher' means the electronic vouchers or electronic promotional codes issued on OCBC Rewards, which may be redeemable with other third parties for products, services, promotions and/or discounts.

(n) 'Activities' has the meaning given to it in Clause 2.1 below.

1.2 In these Terms:

(a) all references to any exercise of discretion or judgment by the Bank, the making of a determination or designation by the Bank, the application of the Bank's discretion or opinion, the granting or withholding of the Bank's consent or approval, the consideration by the Bank of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on the Bank's part, shall be at the Bank's sole and absolute opinion and discretion, and shall be final and conclusive and binding on the Customer;

(b) "written" and "in writing" shall include any means of visible reproduction, "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words, and whenever the words "include", "includes" or "including" are used in these Terms, they shall be deemed to be followed by the words "without limitation";

(c) unless the context otherwise requires, words referring to the male gender shall include the female gender and neuter gender and words referring to the singular number shall include the plural number and vice versa; and

(d) the headings to clauses are inserted for convenience of reference only and shall not affect the construction of these Terms.

2. OCBC TOKENS

2.1 The Bank may, from time to time and at its sole and absolute discretion, allow the Customer to participate in activities that may, upon their completion, award OCBC Tokens to the Customer ("Activities"), provided that the Customer

(a) has access to the OCBC Mobile Banking Services through the use of their Access Credentials (including without limitation any temporary access code issued, enabled, or prescribed by and/or on behalf of the Bank from time to time);

(b) enrols into the OCBC Tokens programme via the OCBC Rewards platform on the OCBC mobile application and/or in such manner as the Bank may determine or prescribe from time to time at its sole and absolute discretion;

(c) where applicable, provides the Bank with such documents, information, and/or assistance, meets such other requirements, and complies with such other terms and conditions as the Bank may prescribe from time to time at its sole and absolute discretion.

2.2 The nature, scope, and duration of the Activities are determined by the by the Bank at its sole discretion. The Bank may modify, add, or remove Activities at any time without prior notice. Without limiting the foregoing, the Activities may include (without limitation):

(a) where the Customer performs certain actions via the OCBC mobile application;

(b) where the Customer carries out certain transactions via the Customer's Account and/or Card; and/or

(c) where the Customer applies for and/or signs up for certain products or services, and/or participates in the Bank's marketing, promotion, or referral campaigns.

2.3 The award of OCBC Tokens including the amount of OCBC Tokens awarded to the Customer for the completion of any given Activity, shall be entirely at the discretion of the Bank and the Bank shall not be liable or responsible for any loss or damage suffered or incurred by any Customer in connection with their participation in the Activities and/or the award, use, or redemption of any OCBC Tokens.

2.4 The Customer agrees that:

(a) any OCBC Tokens awarded to the Customer is strictly personal to the Customer and shall only be used by or on behalf of the Customer; and

(b) OCBC Tokens cannot be transferred or sold in exchange for money, and is not exchangeable for cash.

(c) By enrolling into the OCBC Tokens programme, they are deemed to have consented to, and indicated their willingness to participate in, all Activities.

2.5 The Bank may allow the Customer to view the total OCBC Tokens awarded to the Customer and which remains valid, via the OCBC Rewards Platform on the OCBC Mobile

Banking Services and/or such other means as the Bank may prescribe from time to time. The Customer agrees that the aforementioned service is provided for the Customer's convenience only, and the Bank's records are conclusive and binding for all purposes in connection with the award and validity of OCBC Tokens.

2.6 All OCBC Tokens earned will expire on the last day of the 12th calendar month calculated from the relevant calendar month in which such OCBC Tokens were earned (the "**OCBC Tokens Expiry Date**"). Any OCBC Tokens accumulated but not utilised will be automatically forfeited, cancelled and shall become null and void on the relevant OCBC Tokens Expiry Date.

3. REDEMPTION OF VOUCHERS

3.1 The Bank may, from time to time and at its sole and absolute discretion, allow the Customer to use OCBC Tokens to redeem eligible Vouchers by such mode or redemption channels, within such period of time and in such manner as determined by the Bank and notified to the Customer or publicised by the Bank in any manner as it deems fit from time to time. Such use and redemption may be subject to the availability of the relevant Vouchers and such terms and conditions as the Bank may prescribe from time to time.

3.2 The Customer agrees that:

(a) OCBC Tokens cannot be transferred or sold in exchange for money, and is not exchangeable for cash;

(b) the Bank generally processes requests to redeem Vouchers on a first-come, first-served basis, and redemptions are subject to (i) whether the Customer has the requisite amount of OCBC Tokens; and (ii) the availability of the relevant Vouchers at the time of the redemption;

(c) before attempting to redeem a Voucher, they shall ensure that they have sufficient OCBC Tokens to redeem said Voucher;

(d) the Bank may from time to time and at its sole and absolute discretion, and with or without notice to the Customer:

(i) determine, vary, update, replace and/or cease to offer any Voucher eligible for redemption by OCBC Tokens;

(ii) determine and/or vary the amount of OCBC Tokens required to redeem any Voucher; and/or

(iii) impose, enforce, vary, and/or cancel any restrictions on the use and/or redemption of any OCBC Tokens or Voucher; and

(e) they shall comply with such procedures for the redemption of any Voucher as may be imposed by the Bank from time to time, including without limitation any terms and conditions applicable to the relevant modes or redemption channels.

4. TERMINATION

4.1 The Bank may, at any time, at its sole and absolute discretion, without giving any reason or notice to the Customer, and without being liable to the Customer, immediately and for such duration as the Bank thinks appropriate:

(a) claw-back, deduct, withdraw, or cancel any OCBC Tokens, Voucher or other rewards or rebates awarded to the Customer; and

(b) amend, update, withdraw, modify, terminate, restrict, and/or suspend the OCBC Tokens or any aspect thereof, including without limitation:

(i) including the amount of OCBC Tokens awarded to the Customer for the completion of any given Activity;

(ii) the award, use, or redemption of OCBC Tokens; and/or

(iii) the amount of OCBC Tokens required to redeem any Voucher as made available by the Bank to be redeemable using OCBC Tokens

4.2 The Customer may terminate their participation in the OCBC Tokens programme by giving the Bank written notice via the Secured Mailbox found on the OCBC mobile application, or via such other means as the Bank may designate from time to time. Within seven (7) working days of receiving the written notice as above described, the Bank will irreversibly terminate the Customer's participation in the OCBC Tokens programme entirely, including:

(a) the Customer's ability to participate in Activities;

(b) the Customer's ability to earn OCBC Tokens from Activities;

(c) the Customer's access to any information relating to OCBC Tokens; and

(d) the Customer's ability to use OCBC Tokens to redeem Vouchers.

4.3 Without prejudice to the Bank's other rights and remedies under these Terms, at law, or in equity, the Bank may terminate these Terms and discontinue the OCBC Tokens (or any part thereof) permanently by giving written notice to the Customer. Such termination shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

4.4 No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any OCBC Tokens, Vouchers, or any debit, charge or deduction or demand for the monetary value equivalent of any cash credit, OCBC Tokens or Vouchers, made by the Bank, for any reason whatsoever.

4.5 If these Terms are terminated for any reason, to the maximum extent permissible under Applicable Law:

(a) the Customer must follow such procedures as the Bank may decide and set from time to time regarding such termination;

(b) the rights or obligations of the parties under these Terms which are expressly or by implication intended to survive termination or expiry, including without limitation the Introduction and Clauses 4, 5, 6, and 7 shall survive and continue to bind the parties to these Terms, and their respective successors, and assigns.

5. LIABILITY AND INDEMNITIES

5.1 To the maximum extent permissible under applicable law, the Customer agrees that:

(a) except as expressly provided in these Terms, the OCBC Tokens, and Vouchers are only provided on an "as is", "as available" basis only without warranty of any kind (whether express, statutory, implied or otherwise) and at the Customer's sole risk; and

(b) the Bank disclaims all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in connection with the OCBC Tokens, or Vouchers.

5.2 OCBC shall not be liable if it is unable to perform its obligation under these Terms, due directly or indirectly to the failure of any machines or communication system, industrial disputes, wars, Act of God, or anything resulting at least in part from matters beyond OCBC's reasonable control.

5.3 The Customer hereby unconditionally and irrevocably undertakes to indemnify the Bank, its affiliates, subsidiaries, branches and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all losses, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, damages, claims, demands, and liabilities, whether foreseeable or not, which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms and/or any other terms and conditions in connection with the OCBC Tokens, or Vouchers, including without limitation:

(a) any act or omission by the Customer;

(b) any breach by the Customer of any provision, undertaking, obligation, representation, and/or warranty under these Terms, and/or any other terms of any other OCBC agreements or terms and conditions incorporated herein by reference or which are applicable to the Customer;

(c) any information, records or other material provided by the Customer to the Bank that was false, misleading or incomplete and/or subsequently became false, misleading or incomplete;

(d) any disclosure of any information which the Customer consented to the Bank and/or any of the Bank's personnel disclosing;

(e) lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of any transaction;

(f) the Customer's participation in any Activities

(g) the Customer's use or redemption of OCBC Tokens, or Vouchers; and

(h) the Customer's negligence, default, and/or misconduct.

6. PERSONAL DATA

6.1 By enrolling in the OCBC Tokens programme, participating in any activities issuing OCBC Tokens, and/or using or redeeming OCBC Tokens, the Customer agrees and consents to the collection (including by way of recorded voice calls), use, and disclosure of his/her personal data by OCBC and its related corporations ("**OCBC Group**"), their business partners, agents and/or representatives (collectively, the "**Representatives**") for the purposes of facilitating the issuance and redemption of OCBC Tokens, and other applicable purposes as set out in the OCBC Group Data Protection Policy (accessible at OCBC website > Group > Policies) and the OCBC Bank Data Protection Policy (accessible at OCBC website > Personal Banking > Policies) ("**Purposes**"). Where the Customer has provided the personal data of other individual(s) to the OCBC Group and Representatives, the Customer confirms that valid 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.

7. OTHER CONDITIONS

Disclosures

7.1 The Bank's rights under these Terms shall be in addition to and without prejudice to other rights of disclosure available under any other terms or conditions, the Banking Act 1970 (as may be amended and substituted from time to time), and any applicable law, and nothing in these Terms is to be read as limiting any of these other rights.

7.2 The Customer hereby authorises the Bank to transfer and/or disclose any information relating to him/her (including without limitation any customer information as defined in the Banking Act 1970) to and between branches, subsidiaries, representative offices, affiliates, and agents of the Bank and third parties wherever situated.

Amendments

7.3 The Bank may at any time at its absolute discretion and upon written notice to the Customer, change any one or more of these Terms. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. The Bank shall notify you of such amendments via publication of the amended Terms on the OCBC Rewards platform found on the OCBC mobile application 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.

7.4 If the Customer participates in the Activity or the Customer uses or redeems OCBC Tokens, after being notified of such amendments to these Terms , then the Customer shall be deemed to have agreed to and accepted the amendments. If the Customer does not accept any such amendments, the Customer must stop participating in the Activity, using or redeeming OCBC Tokens, and must further promptly instruct the Bank to terminate the Customer's participation in the OCBC Tokens.

7.5 Set-off. Without prejudice to the Bank's other rights under these Terms, at law, or in equity, the Customer agrees that the Bank shall be entitled at any time and without notice to the Customer, to set-off the monetary value equivalent of any OCBC Tokens and/or Vouchers awarded or issued to the Customer against any monies owed by the Customer to the Bank howsoever arising and whether actual, contingent, primary, collateral, several, or joint.

7.6 Notices. Any notice, demand, document (including any originating process) and/or any other correspondence in connection with these Terms : (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).

7.7 Instructions. The Bank shall be entitled to treat all instructions, whether oral, in writing or electronic, relating to OCBC Tokens or Vouchers, or the use or redemption of OCBC Tokens or Vouchers, which are purportedly given to the Bank by the Customer as the instructions of the Customer and to act in accordance with such instructions.

7.8 Bank's decision final and binding. The Bank's decision on all matters relating to or in connection with the OCBC Tokens shall be final and binding on the Customer.

7.9 Subcontractors. The Bank shall have the absolute discretion to use agents, contractors or correspondents or other third parties to administer and/or implement the OCBC Tokens and the Bank shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors or correspondents. Any instruction to use or redeem any OCBC Tokens or Vouchers received by any agent, contractor, correspondent or other third party appointed by the Bank to obtain such instruction shall be binding on the Customer, and the Bank shall be entitled to act and rely on such instructions.

7.10 Conflict. In the event of any inconsistency between these Terms and any brochure, marketing or promotional material relating to the OCBC Tokens, or Vouchers, these Terms shall prevail. These Terms shall be read harmoniously with OCBC Rewards Terms Of Use. In the event of any conflict between these Terms and the OCBC Rewards Terms Of Use, these Terms shall prevail to the extent of such conflict.

7.11 No third party rights. A person who is not a party to any agreement governed by these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms.

7.12 Governing law and jurisdiction. These Terms shall be governed by and construed in accordance with the laws of Singapore and the Customer hereby submits to the non-exclusive jurisdiction of the courts of Singapore.