

Terms and Conditions Governing the OCBC Digital App Scan and Pay Cross Border Payment Campaign (“Promotion”)

1. The Promotion

- 1.1. The Promotion will run from 1st November 2023 to 31st December 2023 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation (“OCBC”) in its absolute discretion (“**Promotion Period**”).

2. Eligibility Criteria

- 2.1. You will qualify for the Promotion (“**Eligible Customer**”) if: you have an active OCBC deposit account, and your OCBC deposit 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 successful peer-to-merchant QR payment made through PromptPay QR, DuitNow QR, UnionPay International QR and Alipay+ QR via OCBC Digital App.

4. Promotion Mechanics

- 4.1. An Eligible Customer shall be entitled to receive a S\$20 cashback with a cumulative spend of S\$500 on Eligible Transactions made during the Promotion Period.
- 4.2. Each Eligible Customer shall only be entitled to a maximum of S\$20 cashback within the Promotion Period.
- 4.3. The Promotion is limited to the first 3,000 Eligible Customers who make Eligible Transactions during the Promotion 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 shall not be obligated or liable to provide the cashback to another Eligible Customer.
- 4.4. OCBC 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 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.
- 4.5. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the cashback, OCBC 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 the cashback at any time, and OCBC 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 should any cashback be forfeited or withdrawn, if any cashback is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the cashback for whatsoever reasons.
- 4.6. By participating in this Promotion, Eligible Customers provide their consent for OCBC 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, the cashback will be credited into the Eligible Cardmember's OCBC deposit account which was used to debit for the last Eligible Transaction ("**Eligible Account**").
- 5.2. If an Eligible Customer closes his/her Eligible Account within six (6) months from the end of the Promotion Period, the Eligible Customer shall not be entitled to receive the cashback for the Promotion Period.
- 5.3. Subject to the fulfilment of the terms and conditions set out herein, OCBC shall credit the cashback to the Eligible Customer's OCBC deposit account within 45 days from the end of the Promotion Period.
- 5.4. Eligible Customers who qualify for the cashback will be notified within 45 calendar days from the end of the Promotion 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.
- 6.2. 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 user and the dates of the Promotion.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 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.