

TERMS AND CONDITIONS GOVERNING CHEERS CASHBACK PROMOTION

1. The CHEERS CASHBACK PROMOTION (the “**Promotion**”) is open to individuals who meet all the following conditions (“**Eligible Customers**” or each an “**Eligible Customer**”):
 - (i) are holders of a personal current and/or savings account with Overseas-Chinese Banking Corporation Limited (“**OCBC Bank**”) in Singapore (“**Eligible Account**”)
 - (ii) are Sixteen (16) years of age or older;
 - (iii) are users of the OCBC Pay Anyone mobile application (“**OCBC Pay Anyone™ App**”) in Singapore;
 - (iv) who have made at least one payment using the OCBC Pay Anyone™ App at Cheers stores that accept NETS QR payment (excludes Cheers and FairPrice Xpress stores located at Esso Service Stations);
 - (v) whose Eligible Account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by OCBC Bank in its sole and absolute discretion; and
 - (vi) is not otherwise ineligible or disqualified under these terms and conditions.
2. This Promotion is valid from **17 March to 30 April 2018** (“**Promotion Period**”).
3. This Promotion is not valid for Cheers and Fairprice Xpress stores at all Esso Service Station
4. This Promotion is not valid for cigarettes and statutory items (4D, Big Sweep, ToTo, and gift vouchers)
5. Cash back amount is \$3 per Eligible Customer. An Eligible Customer is only eligible to receive the prize for the first three transactions made with the app during the Promotion Period.
6. “**Eligible Customer**” refers to the person who meets all of the following criteria:
 - a. Holds at least one OCBC personal current and /or savings account(s).
 - b. Sixteen (16) years or above;
 - c. Made at least one Qualifying Transaction for NETS QR at Participating Merchants (defined below) via the OCBC Pay Anyone™ App; AND
 - d. Is not otherwise ineligible or disqualified under these terms and conditions.
 - e. Limited to the first 10,000 customers only.
7. The cash back earned will be credited in the Eligible Customer’s account used with the OCBC Pay Anyone™ App for the first three transactions within 2 months from the end of the promotion period.
8. Without limiting to the generality of this provision, the following persons are not eligible for the Promotion:
 - (i) Customers whose Eligible Account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 17 March 2018 and 30 April 2018 (both dates inclusive);
 - (ii) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them;
 - (iii) Persons whose Eligible Accounts are not active, valid, subsisting or in good standing or which are otherwise determined by OCBC Bank in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by OCBC Bank at its discretion; and
 - (iv) Any other persons as OCBC Bank may decide to exclude at its discretion without notice and without furnishing any reason.
9. Participation in the Promotion is subject to these Terms and Conditions and the Customers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Customers shall indemnify OCBC Bank for any claims, expenses, actions, losses or

damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by OCBC Bank in connection with any breach of these Terms and Conditions.

10. The prevailing terms and conditions under the OCBC Bank Customer Agreement (“Standard Terms”) will continue to apply and be binding on the Customers. Please visit ocbc.com.sg for the Standard Terms. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
11. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.
12. OCBC Bank shall not be responsible for:-
 - (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Customer being omitted (whether from being posted to the Customer’s account and/or captured in OCBC Bank’s system or otherwise) during the Promotion Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Accounts or being captured in OCBC Bank’s system; or
 - (iii) any breakdown or malfunction in any computer system or equipment; or
 - (iv) any loss to or expenses of any Eligible Customer or any other person in connection with the Promotion, howsoever arising.
13. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
14. OCBC Bank’s decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customer. OCBC Bank shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
15. Notwithstanding anything in these Terms and Conditions, OCBC Bank reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Customer, and all Customers shall be bound by these amendments.
16. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, OCBC Bank makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
17. A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
18. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Customers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

