



## Terms and conditions governing the Million LinkPoints Lucky Draw Promotion (the “Promotion”) (“Draw”)

“You” refers to the customer.

“We/ us” refers to OCBC.

### Promotion

1. The Promotion runs between 6 April 2017 Singapore Time (SGT) 00:01 till 3 May 2017 SGT 23:59 (both dates inclusive) or such other date(s) as may be determined and notified by OCBC Bank in its sole and absolute discretion from time to time without prior notice in whatever mode of communication as OCBC Bank deems fit. (“Promotion Period”).
2. To qualify for the Draw, you must charge a minimum of S\$5 to your NTUC/OCBC Plus! Visa Credit/Debit Card (“Plus! Visa Card”) during the Promotion Period.

### Eligibility

3. You are eligible to participate in the Draw (“Eligible Cardmembers”) if:
  - a. You are an existing NTUC/OCBC Plus! Visa Credit/Debit Cardmember during the Promotion Period;
  - b. Your NTUC/OCBC Plus! Visa Card account is valid and in good standing ;
  - c. Your NTUC/OCBC Plus! Visa Card is issued in Singapore; and
  - d. You have charged at least S\$5 at FairPrice Stores to your NTUC/OCBC Plus! Visa Card (either in a single transaction or over multiple transactions) (the “Qualifying Transaction”).
4. For the purposes of these terms and conditions, ‘FairPrice stores’ means FairPrice Hypermarkets, FairPrice Finest, FairPrice Supermarkets, FairPrice Online and Warehouse Club. ‘FairPrice stores’ excludes FairPrice Xpress and Cheers stores at Esso (refers to “ExxonMobil Asia Pacific Pte Ltd”) service stations.
5. Qualifying Transactions performed on a Supplementary credit card will be aggregated with the Principal Plus! Visa Credit Cardmember.
6. 1 chance will be accumulated for every S\$5 Qualifying Transaction performed during the Promotion Period.
7. Chances awarded are based on the amount charged (in Singapore Dollars), rounded down to the nearest dollar. Example:

Spend Scenario	Amount Rounded To	No. of Chances
Charge S\$32.30 on Groceries	\$32	6
Charge S\$90.30 on Groceries	\$90	18

8. OCBC Bank’s decision on the number of chances you receive will be final and conclusive.
9. Chances allocated to Eligible Cardmembers are non-assignable or transferrable.

10. You are not eligible to participate in the Draw if
  - a. Your NTUC/OCBC Plus! Visa Card is suspended, cancelled or terminated by us for any reason before or during the Draw, even if your other OCBC credit or debit cards may not have been suspended, cancelled or terminated; or
  - b. You are an employee of Oversea-Chinese Banking Corporation Limited or VISA Worldwide Pte. Limited, or its subsidiaries, their immediate family members, employees of any partners, sponsors and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in organising or the conduct of the Draw as determined by OCBC Bank in its sole discretion.

#### **Prizes**

11. First Prize: 1 Million LinkPoints X 1 winner  
Second Prize: 500k LinkPoints X 1 winner  
Third Prize: 250k LinkPoints X 1 winner  
Consolation Prize: 100k LinkPoints X 10 winners
12. The Prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or other items.

#### **How We Will Determine Qualifying Transactions**

13. Spend with these NTUC/OCBC Plus! Visa Card transactions qualify:
  - a. Only transactions made at FairPrice Stores.
  - b. Such Qualifying Transactions are made on VISA payment platform; and
  - c. Such Qualifying Transactions are posted to the relevant OCBC Visa Card Account(s) between 6 April 2017 Singapore Time (SGT) 00:01 till 3 May 2017 SGT 23:59 (both dates inclusive)
14. We will decide on the type of transactions which qualify under this promotion.
15. OCBC Bank reserves the right to withdraw, cancel or invalidate the Draw chance(s) earned by any Eligible Cardmember without liability in any case of dispute, refunds, suspension, cancellation, termination of the Card account within six (6) months from 6 April 2017. OCBC Bank reserves the right to clawback amounts equivalent to any Prize that may be awarded to any Eligible Cardmember in any case of such dispute, refunds, or suspension, cancellation, termination of the Card account.

#### **Draw**

16. There are a total of 13 winners for the Draw.
17. Winners will be picked at random by OCBC Bank (by manual or computerized means as OCBC Bank may determine) in the presence of its' auditors on 5 July 2017. OCBC Bank

reserves the right to draw reserve winner to replace any winner who is or may be subsequently found to be ineligible or disqualified.

18. We will contact the winners through telephone at their telephone number registered with us on or about 6<sup>th</sup> July 2017 for their consent to disclose or publish their information in TODAY or such other newspaper (s). Should the winner be uncontactable or does not provide us with his/her consent for his/her information to be published in the relevant newspaper(s), OCBC reserves the right and has the absolute discretion to award the Prize to the reserve winner drawn by us. The winners of the Draw will then be announced on 17 July 2017 in TODAY or such other newspaper(s) determined by OCBC .
19. If for any reason, the winner is unable to satisfy any or all of the Prize terms and conditions, he/she will lose his/her entitlement to the Prize.

#### **General**

20. Prizes may not be exchanged for cash, credit or other items. Each winner shall enjoy his Prize subject to any terms and conditions that OCBC Bank may impose.
21. If OCBC Bank subsequently determines that a person is not eligible for any Prize, for any reason whatsoever, OCBC Bank may at its' discretion reclaim the Prize and award it to such person(s) or deal with it in any manner as it deems fit.
22. OCBC Bank reserves the right to disqualify any person from the Draw whom in the opinion of OCBC Bank (which opinion shall be final and binding upon such person) has committed any fraud or breached any of these terms and conditions.
23. No person shall be entitled to any payment or compensation from OCBC Bank should any Prize be forfeited or reclaimed.
24. OCBC Bank reserves the right to suspend, withdraw or terminate the Draw at any time without notice. OCBC Bank shall not be liable to any person for any loss or damage arising in connection with the Draw, including without limitation, any error in computing and chances, any breakdown or malfunctions in any computer systems or equipment. Without prejudice to the generality of the foregoing, OCBC Bank assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
25. We have the right to end this promotion or change any terms and conditions at any time without giving you notice. This includes changing the rules relating to who is eligible for the promotion and the dates of the promotion.
26. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to the campaign and Draw, these terms and conditions will prevail.
27. Our decision on all matters relating to the campaign and the Draw will be final and binding on all participants, including without limitation, any decision on the eligibility of any person or cancellation or suspension of the Draw. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record of the entries, allocated chances and/or the Draw shall

be final, binding and conclusive for all purposes and in any legal proceedings. No correspondence or appeal will be entertained.

28. OCBC Bank may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OCBC Bank shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of Eligible Cardmembers and any dates in connection with the Draw. OCBC Bank shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters or arising from these terms and conditions or the Draw or the Prize.
29. By participating in the Draw and this promotion, the Participants confirm that they are agreeable to OCBC disclosing their information/personal data (the "Information") to third parties.
30. OCBC Bank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of any prize. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any prize by any person. OCBC Bank reserves the right to replace the prize with any other item of similar value.
31. 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 (Cap 53B) to enforce any of these terms and conditions. Without prejudice to the generality of the above, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.
32. The laws of Singapore apply to these terms and conditions, and any disputes between you and us will be dealt with in the courts of Singapore.