

Terms and conditions governing the OCBC Win a Volvo S60 At Caltex Lucky Draw 2016 ("Draw")

"You" refers to the customer.

"We/ us" refers to OCBC.

Promotion

- 1. The Draw runs between 01 July 2016 Singapore Time (SGT) 00:01 till 31 August 2016 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"). Under the Draw and subject to these terms and conditions, one winner will stand to win a Volvo S60 and next 100 winners will stand to win S\$100 worth of LinkPoints each.
- 2. To qualify for the Draw, you must charge a minimum of \$\$50 to your OCBC Credit/Debit Card (other than Private Label cards, Corporate Cards and Business Cards) during the Promotion Period. However, for OCBC 365 Credit cardmembers, if you charge a minimum of \$\$50 to your OCBC 365 Card during the Promotion Period, you will get 2 chances to qualify for the Draw.

Eligibility

- 3. You are entitled to participate under this promotion ("Eligible Cardmembers") if:
 - a. You are an existing OCBC Credit/Debit Cardmember;
 - b. Your OCBC Credit/Debit Card account is valid and in good standing ("OCBC Card");
 - c. Your OCBC Card is issued in Singapore; and
 - d. You have charged at least \$\$50 nett per transaction at any Caltex station ("Qualifying Transactions") to your OCBC Credit/Debit Card (other than Private Label cards, Corporate Cards and Business Cards) during fuel payment at any Caltex Stations in Singapore
- 4. Qualifying Transactions performed on a Supplementary credit card will be rolled up under the Principal OCBC Credit Cardmember.
- 5. OCBC Bank's decision on the number of chances an Eligible Customer can receive will be final and conclusive.
- 6. Chances allocated to Eligible Cardmembers are non-assignable or transferrable.

Stand to win Volvo S60

7. Subject to Clause 6, 1 chance will be allocated to an Eligible Cardmember to win a Volvo S60 for every \$\$50 Qualifying Transaction performed during the Promotion Period on such Eligible Cardmember's OCBC Credit/Debit Cards. We will look at the total spend incurred by each Eligible Cardmember during the Promotion Period to determine the total number of lucky draw chances each such Eligible Cardmember is entitled to. For instance, if an Eligible Cardmember has an accumulated spend of \$\$500 during the Promotion Period, he/she will be entitled to 10 lucky draw chances.



- 8. 2 chances will be allocated for every \$\$50 Qualifying Transaction performed during the Promotion Period on an OCBC 365 Eligible Cardmember's OCBC 365 Card. Similar to Clause 5 above, we will look at the total spend incurred by each OCBC 365 Eligible Cardmember during the Promotion Period to determine the total number of lucky draw chances each such OCBC 365 Eligible Cardmember is entitled to. For instance, if an OCBC 365 Eligible Cardmember has an accumulated spend of \$\$500 during the Promotion Period, he/she will be entitled to 20 lucky draw chances.
- 9. You are not eligible/entitled to win the Volvo S60 if:
 - a. Any of your OCBC Card is suspended, cancelled or terminated by us for any reason before or during the Draw; or
 - b. You are an employee of Oversea-Chinese Banking Corporation Limited or 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 organizing or the conduct of the Draw as determined by OCBC Bank in its sole discretion.

Stand to win LinkPoints

- 10. In addition, if you are an Eligible Cardmember, who satisfies the criteria stated in Clause 3 above, 1 chance will also be allocated to you to win LinkPoints for every \$\$50 Qualifying Transaction performed during the Promotion Period on such Eligible Cardmember's Plus! Card (as defined below) if the following additional conditions are satisfied:
 - a. The OCBC Card you are holding is an NTUC Plus! Visa Credit/Debit Card, Plus! Visa Credit/Debit Card (the "Plus! Card"); and
 - b. you are an exclusive Plus! Member with a valid Plus! Membership (with their Plus! Card registered in Plus! System). This includes all NTUC Plus! Visa, Plus! Visa, NTUC Plus!, Plus! and nEbO Plus! Cardmembers.

LinkPoints will be credited to winners' account by 30 September 2016. For the avoidance of doubt, winners must have a valid membership at the time of the crediting of the LinkPoints. NTUC Link's decision is final, no correspondence will be entertained. Terms and conditions of the Plus! Programme apply. Visit plus.com.sg for details.

11. You are not eligible to win LinkPoints under this promotion if any of your OCBC Card is suspended, cancelled or terminated by us for any reason before or during the Draw.

Prizes

- 12. 1 top winner will be chosen and notified by 30 September 2016 to receive the Volvo S60 Car valued at \$65,000 (excluding COE).
- 13. Next 100 winners will be chosen and notified by 30 September 2016 to receive \$\$100 worth of LinkPoints each. For the avoidance of doubt, only the next 100 Eligible Cardmembers who satisfy the requirements under these terms and conditions will stand to win LinkPoints.



- 14. The prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or other items.
- 15. OCBC Bank reserves the right to withdraw, cancel or invalidate the Draw chance(s) earned by the Eligible Cardmember without liability in any case of dispute, refunds; or suspension, cancellation, termination of the Card account within six (6) months from 1 July 2016.

Draw

- 16. Under the Draw, there is only 1 top winner who stands to win the Volvo S60 and next 100 winners will stand to win LinkPoints.
- 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 by 15 September 2016. 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. The winners under the Draw will be notified in writing by post before 23 September 2016. In addition to notifying you via post, only the winner of the Volvo S60 will also be contacted via telephone (provided that a valid telephone number is registered with us) on 23 September 2016 regarding such winner's winning of the Volvo S60.
- 19. If the winner does not acknowledge the prizes by the stipulated period in the notification letter, OCBC reserves the right and have the absolute discretion to award the prizes to the second reserve winner drawn by us.
- **20.** If for any reason, the winner is unable to satisfy any or all of the terms and conditions, he/she will lose his/her entitlement to the relevant prizes.
- 21. Chevron Singapore Pte. Ltd. is not a joint promoter of this Draw and does not process, collect or in any way deal with the personal data collected pursuant to this Draw.

General

- 22. 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.
- 23. If OCBC Bank subsequently determines that a person is not eligible for any of the prizes, for any reason whatsoever, OCBC Bank may at its' discretion reclaim the prize(s) and award it to such person(s) or deal with it in any manner as it deems fit.
- 24. 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.
- 25. No person shall be entitled to any payment or compensation from OCBC Bank should any prize be forfeited or reclaimed.



- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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 prizes.
- 31. All customer contact details provided pursuant to the Draw may be used by OCBC Bank in its sole discretion for future marketing related program and purposes. Without prejudice to these terms and conditions, all participants in the Draw (the "Participants") expressly and irrevocably permit and authorize OCBC Bank to disclose, reveal and divulge their information and personal data to any third parties (including, without limitation, the parties involved in organising, promoting and carrying out the campaign and the Draw) for whatsoever purposes relating to the Draw and this promotion.
- 32. 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.
- 33. 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.

34. 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.