

# Terms and Conditions Governing OCBC MyOwn Account Social Media Contest

## December 2024

V0128112024

The OCBC MyOwn Account Social Media Contest December 2024 (the “**Contest**”) commences from 04 December 2024 and ends on 31 December 2024 (or any such date(s) as may be determined and notified by OCBC Bank in its sole discretion) (“**Contest Period**”) or while stocks last.

Terms and Conditions Governing the OCBC MyOwn Account Social Media Contest December 2024 are to be read in conjunction with the Terms and Conditions governing the OCBC MyOwn Account found on OCBC website > Personal Banking > Account > OCBC MyOwn Account.

### 1. Eligibility

- 1.1. The act of an Eligible Participant (defined below) posting a comment in the comments section of our “OCBC MyOwn Account Social Media Contest” Instagram (“**Contest Posts**”) in accordance with the Contest Rules set out below constitutes a Submission.
- 1.2. There will be a total of 1 (One) Contest Post published on 4 December 2024.
- 1.3. To be eligible to participate in the Contest, you must meet the following criteria for the entire duration of the Contest Period until the Winner is selected (“**Eligible Participants**”):
  - a) have a valid Instagram account and upload your Submission via your relevant Instagram account;
  - b) follow OCBC Bank’s Instagram page;
  - c) like the Contest Post via your Instagram account;
  - d) be a resident of Singapore;
  - e) consent to OCBC Bank featuring your Instagram handle and Submission on OCBC Bank’s Instagram page;
  - f) posts a Submission during the Contest Period.

### 2. Contest Rules

- 2.1 All Submissions must:
  - a) Tag 3 of their friends in the Submission;
  - b) Tell which is your favourite OCBC MyOwn Disney Debit Card and why they love the OCBC MyOwn Account.
- 2.2 Eligible Participants are required to keep their Submissions on the Contest Posts live until the selection of the Winner is completed.
- 2.3 Each Eligible Participant is allowed to submit multiple Submissions. However, Submissions with repeated and/or plagiarised content and/or ideas/captions will be deemed invalid. OCBC Bank shall be entitled to deem at its sole and absolute discretion whether any Submission is valid or not.
- 2.4 All Submissions posted shall become the sole and exclusive property of OCBC Bank. OCBC Bank shall own and have the sole and exclusive right to use, copy, distribute, translate, modify, display and prepare derivative works of any Submission, as well as the right to authorize uses of any Submission by any other party. OCBC Bank shall have the right to obtain and to hold in its own name, copyrights, registrations, or other such protection as may be appropriate, and any extensions and renewals thereof. Participants shall, if requested by OCBC Bank, assign all intellectual property rights to OCBC Bank on OCBC Bank’s terms, and shall take such steps as may be reasonably required by OCBC Bank to perfect such assignment, including without limitation executing such documents as may be reasonably required by OCBC Bank and/or to do all such things necessary to perfect and effect the assignment, and any cost incurred thereof shall be borne by the participant.
- 2.5 OCBC Bank will not be held liable for any copying, re-posting, reproduction, publication and/or use of the Submissions, and/or any of the contents therein, whether by OCBC Bank or any third party.
- 2.6 All Submission submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, at the sole discretion of OCBC Bank. OCBC Bank shall have the right to disqualify and remove such Submissions at its sole discretion without informing the Participant.

- 2.7 OCBC Bank will, at its sole and absolute discretion, select the Submission with the most likes as the (“**Winner**”) within 1 week after the Contest Period.
- 2.8 Each Winner will win one complete set of limited-edition Disney or Marvel Pins (“**Collectible Pins**”) consisting of 20 Collectible Pins.
- 2.9 The Winners will be notified via Instagram direct message up to 1 week after the Contest Period. All Winners must provide OCBC Bank via Instagram direct message with the following information:
  - a) Full Name as per NRIC;
  - b) Contact number;
  - c) Mailing address.
- 2.10 Information provided to OCBC Bank will be used solely for the purpose of eligibility verification and fulfilment of the Collectible Pins by OCBC Bank. Winners who fail to provide OCBC Bank with the details in accordance with Clause 2.9 above shall be deemed as forfeiting the Collectible Pins and shall no longer be entitled to the Collectible Pins. OCBC shall have the right (but is under no obligation) to select another Winner at its sole and absolute discretion.
- 2.11 The Collectible Pins will be sent to the Winner after the verification is done.
- 2.12 Only Eligible Participants stand a chance to become a Winner.

### 3 **General**

- 3.1 This Contest shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 3.2 OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Contest, or any product and/or service relating to the Contest. Notwithstanding anything herein, OCBC Bank 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 Contest, and/or the use of any product and/or service relating to the Contest, by any person.
- 3.3 OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any Collectible Pins awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation, or invalidation.
- 3.4 The eligibility of any Eligible Participant to participate in this Contest and/or receive any Collectible Pins shall be determined at the absolute discretion of OCBC Bank.
- 3.5 If any Eligible Participant is subsequently discovered to be ineligible to participate in the Contest or to receive the Collectible Pins, OCBC Bank reserves the right to request the relevant customer to repay to or compensate OCBC Bank the value of the Collectible Pins at any time, and OCBC Bank shall have the right to debit the value of the Collectible Pins 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 Bank should any amount that is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Collectible Pins for whatsoever reasons.
- 3.6 OCBC Bank reserves the right at its absolute discretion to terminate the Contest or vary, delete or add to any of these terms and conditions at any time without notice including, without limitation, the eligibility of any customer and the dates of the Contest. The decision of OCBC Bank on all matters relating to this Contest shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank.
- 3.7 In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Contest, these terms and conditions shall prevail.
- 3.8 OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Contest 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.
- 3.9 OCBC Bank’s decisions on all matters relating to the Contest shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Contest, these terms and conditions shall prevail.
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- 3.11 These terms and conditions shall be governed by laws of Singapore and the participants irrevocably submit 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 (Right of Third Parties) Act 2001 to enforce any of these terms and conditions.
- 3.12 By participating in this Contest, the Eligible Participant hereby agrees and consents to the collection, use and disclosure of their personal data by OCBC Bank and its related corporations (collectively, "OCBC Group") for the purposes of this Contest, and such other related purposes, in accordance with OCBC's Data Protection Policy (which can be accessed via the OCBC website > Personal Banking > Policies) ("Purposes"). Where the personal data of another individual is provided to OCBC Group, the discloser of such information confirms that consent has been obtained from such individual for the collection, use, and disclosure of their personal data to OCBC Group for the Purposes.
- 3.13 By participating in this Contest, the Eligible Participant consents for OCBC Group to disclose any information relating to themselves (including any customer information as defined in the Banking Act 1970) to any marketing partner/vendor for the purposes of fulfilling this promotion.