

Terms & Conditions Governing the OCBC Pay Anyone™ App – NETS QR Payment Cash Back Promotion for Robinsons, Marks & Spencer and Paradise Group

1. The OCBC Pay Anyone™ cash back promotion (the “Promotion”) is open only to individual customers who maintain personal current and/or savings accounts with Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) in Singapore who fulfil the qualifying criteria. For the avoidance of doubt, OCBC corporate and business accounts customers are not eligible to participate in the Promotion.
2. This Promotion is only applicable to customers who make payment at any Robinsons, Marks & Spencer, Paradise Classic Restaurant and Caltex outlets via the NETS QR on the OCBC Pay Anyone App.
3. Cash back amount is S\$10 per Eligible Customer. An Eligible Customer is only eligible to receive the prize once during the Promotion Period.
4. “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.
5. By participating in this Promotion, all Eligible Customers shall be deemed to agree to abide by and be bound by these Terms and Conditions and the decisions of OCBC Bank concerning this Promotion.
6. To participate in the Promotion, these are the qualifying criteria:
 - a. A customer must make at least one purchase using OCBC Pay Anyone™ to a “Qualifying Merchant” (defined below) from their OCBC personal current and/or savings account(s), using NETS QR code payment. (“Qualifying Transaction”)
 - b. The Qualifying Transactions must be sent successfully between **1 June 2017, 0000hr and 30 June 2017, 2359hr** (“Promotion Period”), both dates inclusive.
 - c. “Qualifying Merchant” refers to the four selected merchants in Singapore, which are:
 1. Robinsons;
 2. Mark & Spencer;
 3. Paradise Classic Restaurant;
 4. Caltex
 - d. The promotion is only valid for any outlets of the Qualifying Merchants in Singapore, not extended to their International outlets.

- e. During the Promotion Period, Eligible Customers can make more than one Qualifying Transaction but only eligible for one cash back. For example, if you make 2 Qualifying Transactions at Robinsons and Marks & Spencer consecutively, you will receive only ONE cash back for the first Qualifying Transaction, which was made at Robinsons.
 - f. Eligible Customers must not close their savings or current account used in the Qualifying transactions during or 60 days after the Promotion.
7. "Day" means the period commencing on 0000 hours on a day in Singapore and ending on 2359 hours on the same day. All dates and time in these terms and conditions refer to dates and time in Singapore.
 8. The date and time of a relevant Qualifying Transaction shall be conclusively determined with reference to the date and time of authorization for the Qualifying Transaction as recorded by OCBC Bank.
 9. Eligible Customers who fulfil these terms and conditions will receive the cashback.
 10. Prizes are non-exchangeable and non-negotiable.
 11. All Winners, by participating in the Promotion, expressly and irrevocably permit OCBC Bank to contact them regarding the Prize collection.
 12. The Prize will be credited into the OCBC savings or current account used for the Qualifying Transaction before 31 August 2017. An SMS will be sent to customer registered mobile number to inform winner after prize is credited successfully.
 13. All Prizes shall be claimed in Singapore in accordance to the claim procedures set out in these Terms and Conditions.
 14. The right to claim a Prize is strictly personal to the winning Eligible Customer of the Prize and cannot be assigned to another person or otherwise transferred in whole or in part.
 15. OCBC Bank reserves the right to suspend, withdraw or terminate the Promotion at any time without notice. OCBC Bank shall not be liable to any person for any loss or damage arising in connection with the Promotion, 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.
 16. The decision of OCBC Bank on all matters relating to the Promotion and these terms and conditions shall be final, binding and conclusive on all participants, including without limitation, any decision on the eligibility of any person or cancellation or suspension of the Promotion. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record of the entries, allocated chances

and/or any decision made in connection with the Promotion shall be final, binding and conclusive for all purposes. No correspondence or appeal will be entertained.

17. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail.
18. 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 Customers and any dates in connection with the Promotion. 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 Promotion or the reward.
19. All customer contact details provided pursuant to the Promotion may be used by OCBC Bank in its sole discretion for future marketing related programs. Without prejudice to these terms and conditions, all participants in the Promotion expressly and irrevocably permit and authorise OCBC Bank to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Promotion.
20. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
21. OCBC Bank shall have the right to disqualify such Eligible Customer from the Promotion and to forfeit any Prize that such Prize winner may win and such Prize winner shall thereupon have no right to participate in the Promotion and/or, if applicable, to claim or retain the Prize. If such Prize winner collects a Prize but fails to abide by and be bound by these Terms and Conditions and the decisions of OCBC Bank concerning this Promotion, he/she shall be required to return the Prize.
22. A person who is not a participant of this Promotion shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.