



## OCBC Cycle Samsung Contest (Tik Tok only)

### Terms & Conditions for OCBC Cycle Samsung Contest (Tik Tok only)

#### Prize:

1. 1 x Samsung Galaxy Watch5 Pro BT (45mm) Black Titanium (a total of 1 winner from Tik Tok), from 25 May 2023 to 5 June 2023.

#### Terms & Conditions

- 1) OCBC Cycle Samsung Contest (Tik Tok) ("**Campaign**") is owned by OCBC Bank ("Campaign Owner"). This Tik Tok Contest (the "**Contest**") is organised by the Campaign Owner.
- 2) To qualify for the Contest, you will need to have a valid Tik Tok account, have participated in the Contest by following "@ocbccycle" and "@samsungsg" on Tik Tok and commenting on the Tik Tok post.
- 3) The winner of the Contest will be announced on 9 June 2023.
- 4) The winner will be notified in the comments section on Tik Tok. OCBC Cycle will reach out to the winner via a direct message with instructions on how to redeem the prize.
- 5) The participant may only win up to 1 prize from this Contest.
- 6) The Campaign Owner shall have the final say regarding the contest results. The Campaign Owner'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 the Campaign Owner. 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.
- 7) All prizes are non-transferrable, non-assignable, non-exchangeable, and not saleable for cash, credits or kind. The Campaign Owner shall have the right to replace or substitute the prizes with an item of similar value.
- 8) All prizes that remain unclaimed, for whatever reason, one month after the date of notification may be donated to a charity chosen at the sole discretion of the Campaign Owner.
- 9) Employees of the Campaign Owner and the Campaign Organiser are not eligible to participate in this Contest.
- 10) The Campaign Owner reserves the right to use any photograph, motion picture, image, recording or other record (collectively, "**Records**") of the Campaign and/or the Contest and its participants for any commercial advertising and/or other promotional

purposes linked with the Campaign or future campaigns. By participating in the Contest, you agree and consent to the Campaign Owner and any third parties involved in the organisation and administration of the Contest, their advertising and promotional agencies, and other third parties authorised by them, to use the participants' name, likeness and/or Records for advertising and promotional purposes without additional compensation unless prohibited by law.

- 11) OCBC Bank reserves the right to terminate, postpone or suspend the Contest Campaign and/or add to, delete, change or vary these terms and conditions at any time or from time to time without notice.
- 12) The Campaign Owner reserves the right to claw-back and reclaim from any participant any prize, or the equivalent value of the prize, if that participant is subsequently disqualified or discovered to be ineligible to participate in the Contest or to receive the Prize. The Campaign Owner reserves the right to (i) forfeit or withdraw any prize at any time; or (ii) (where the prize has been redeemed) claw-back the prize or request the relevant participant to repay to or compensate the Campaign Owner the value of the prize at any time, and the Campaign Owner shall have the right to debit the value of the prize plus any goods and services tax or such other amount as it deems fit from any account(s) that the participant holds with the Campaign Owner. No person shall be entitled to any payment or compensation from the Campaign Owner should any prize be forfeited or withdrawn, if any prize is reclaimed by the Campaign Owner, or if a participant is asked to repay to or compensate the Campaign Owner the value of any prize for whatsoever reasons.
- 13) The eligibility of any person to participate in the Contest shall be determined at the absolute discretion of the Campaign Owner.
- 14) By participating in this Contest, all participants agree to release and hold harmless the Campaign Owner from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection, either directly or indirectly, with the following:
  - a) the awarding, acceptance, receipt, possession, use or misuse of any of the prizes or parts thereof awarded pursuant to this Contest; or
  - b) the participation in this Contest, or any prize-related activities including without limitation, any error in computing any breakdown, or malfunction of any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
- 15) The Campaign Owner shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of any prize, the Contest or any product and/or service relating to any prize or the Contest. Notwithstanding anything herein, the Campaign Owner 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 any prize or the Contest, and/or the use of any product and/or service relating to any prize or the Contest, by any person.
- 16) The Campaign Owner shall not be responsible for any loss or damage to any person in connection with the Contest however 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.

17) These terms and conditions shall be governed by the laws of Singapore and the participants in the Contest irrevocably submit to the exclusive jurisdiction of the courts of Singapore. A person who is not a participant of the Contest 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.