

Terms and Conditions of the FRANK Pay Anyone Sqkii Cash Hunt Programme (“Promotion”)

1. The FRANK Pay Anyone Sqkii Cash Hunt (the “Cash Hunt”) will be conducted by Sqkii (the “Vendor”).
2. The Cash Hunt is open only to individuals in Singapore who are below 30 years old in 2019.
3. The Cash Hunt will be held between 14 October 2019 to 1 November 2019, 18 November 2019 to 20 December 2019 and 6 to 17 January 2020 (the “Cash Hunt Period”).
4. For each Cash Hunt Period (as described in clause 7 below), an item will be hidden, and the Cash Hunt will commence upon the issue of the announcement issued by the Vendor or OCBC that one or more items has been hidden, and will close upon the discovery of the said item(s) (“Item”).
5. These terms and conditions shall be read in conjunction with the Vendor’s terms and conditions (as set out in the Appendix hereto) (the “Vendor’s Terms and Conditions”).

Eligibility criteria for winning in each Cash Hunt Period

6. The eligible winning participant must be an individual customer of Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) in Singapore who is under the age of 30 when the hidden Item is found.
7. For the SMU Patron’s Day cash hunt from 6 – 15 January 2020, the eligible winning participant must also be a currently-enrolled student of SMU in addition to the eligibility criteria in clause 6 above.

Prizes

8. The schedule and prizes offered for each Cash Hunt Period is as follows:

Cash Hunt Period	Prize offered
14 - 18 October 2019	S\$1,000
21 - 25 October 2019	S\$1,000
29 October - 1 November 2019	S\$1,000
4 - 8 November 2019	Campaign Paused
11 - 15 November 2019	Campaign Paused
18 - 22 November 2019	S\$1,000
25 - 29 November 2019	S\$1,000
2 - 6 December 2019	S\$1,000
9 - 13 December 2019	S\$1,000
16 - 20 December 2019	S\$1,000
6 – 10 January 2020	S\$1,000
13 – 17 January 2020	S\$1,000
6 – 15 January 2020 (SMU Patron’s Day)	S\$2,020

9. There will be eleven winners in total (i.e. one winner for each Cash Hunt Period).

General

10. We have the right to end this Promotion or change any terms and conditions of this Promotion (the “Promotion Terms and Conditions”) at any time without giving you prior notice. This includes

changing the rules relating to who is eligible for the Promotion and the dates of the Promotion.

11. You may not exchange a prize for other prizes, benefits or cash. We reserve the right to substitute a prize with an item of similar value.
12. All employees of OCBC Bank and its subsidiaries and employees of any partners, sponsors and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are involved in organising the Promotion, as determined by OCBC Bank, shall not be eligible to participate in the Promotion.
13. By participating in the Promotion, you consent to the use and/or disclosure of your personal data:
 - a. for the announcement of the winners on our FRANK by OCBC Facebook page and/or on the Vendor's websites or its social media accounts, and
 - b. for OCBC Bank to contact you regarding the redemption of the prize, and
 - c. to the Vendor or such third party as we may in our reasonable discretion determine, to facilitate the redemption of the prizes.
14. Our decision on all matters relating to the promotion will be final and binding on all participants. If there is any difference between the Promotion Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, the Promotion Terms and Conditions will prevail.
15. OCBC Bank shall not at any time be responsible or held liable for the quality, any defect or malfunction in any gift, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with any prize.
16. The laws of Singapore apply to the Promotion Terms and Conditions, and any disputes between you and us will be dealt with in the courts of Singapore. Under the Contracts (Rights of Third Parties) Act (Cap53B), a person who is not a party to any agreement governed by these terms and conditions does not have any right to enforce any of the Promotion Terms and Conditions.
17. OCBC Bank shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Programme, including without limitation, any error in computing any chances, any breakdown or malfunction in any computer system 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.
18. The Promotion Terms and Conditions shall be governed by the laws of Singapore and the participants in the Programme irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

Appendix

Sqkii Land

Terms & Conditions

Last Updated on 29th September 2019, 10.33 AM GMT+8

1. SQKII LAND

- a. "Sqkii Land" ("SL") is run by Sqkii Pte Ltd ("Sqkii") in conjunction with various official partners (if any). Each activity organised on Sqkii Land will commence upon an announcement issued by Sqkii and/or its official partners (if any) that one or more item has been hidden, and will close upon the discovery of the said item(s) ("Item").
- b. There is no participation fee for joining SL and for participating the activities organised on SL. The participant agrees that any costs incurred while participating in the activities organised on SL is solely to be borne by the participant.
- c. Communications in relation to SL and its activities will only be distributed through Sqkii's official communication channels. Sqkii retains the discretion to disqualify any participant from SL if the participant is found to be monetizing the hints or power-ups as distributed through Sqkii's official communication channels.
- d. By participating in SL and its activities, the participant agrees that he or she is at least 18 years old or, if under 18, have his or her parent or legal guardian's consent to participate in SL and its activities.
- e. By participating in SL and its activities, the participant agrees to conduct themselves in an appropriate manner throughout the activities organised on SL and agrees not to obstruct, injure, or otherwise harass fellow participants and/or Sqkii and/or its official partners' employees (if any).
- f. By participating in SL and its activities, the participant agrees to strictly abide by and comply with the safety instructions/hints as issued by Sqkii. The participant also agrees to take reasonable precaution and safety measures while participating in the activities.
- g. Staff employed by Sqkii, and shareholders of Sqkii, and their immediate family members are not eligible to participate in SL and its activities.
- h. Employees of all official partners, their affiliates, subsidiaries, advertising and promotion agencies, who have been directly involved in the conceptualisation, development and execution of SL and/ or its activities, and their immediate family members, are not eligible to participate in SL and/ or its activities.
- i. Any participant who has accumulated at least SGD \$5,000 in cash and/ or non-cash prizes, will not be eligible to participate in the activities organised on SL for thirty (30) consecutive days, starting from the day that the participant's cumulative prize winning hits or exceeds SGD \$5,000.
 - a. Participants include persons declared as winners in any other activities that have been organised by Sqkii.
 - b. A participant is declared as a winner when the participant is regarded as having found the hidden Item, and when Sqkii issues a pronouncement to this effect.
 - c. A participant's cumulative prize winnings will be reset after the thirty (30) day period of ineligibility has been served.
- j. From time to time, certain activities organised on SL may have an imposed age limit and/ or other eligibility requirements. Such requirements as imposed will override the existing rules on a participant's eligibility as contained in this Terms and Conditions.

2. LICENSE

- a. Each participant agrees to grant Sqkii the nonexclusive and royalty free transferrable license to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of

and/or otherwise distribute the participants works for the promotion and publicity of Sqkii activities; in any manner, format, or media known or later devised, in perpetuity, including and without limitation to online platforms such as Facebook, Twitter, Instagram.

- b. Each participant also agrees to grant Sqkii the right to sub-license the rights licensed above.
- c. For the avoidance of doubt, Sqkii expressly reserves the right to adapt, edit, or modify the aforesaid works for any promotional or marketing purposes of Sqkii.

3. PRIZE

- a. Each activity may comprise of multiple prizes, including but not limited to cash and non-cash prizes between the range of SGD \$100 to SGD \$10,000 (collectively, "Prize(s)").
- b. Upon finding the Item, the winning participant ("Winner") has to notify Sqkii as soon as reasonably possible, but no later than 2 (two) hours or otherwise stated in SL, from the time of finding.
- c. If Sqkii discovers that the Winner has, among other things, not conducted him or herself in an appropriate manner in the course of finding the Item, the Winner will be not be entitled to the Prize(s). Sqkii shall replace the Item and resume the activity as soon as reasonably practicable.
- d. If Sqkii discovers that the Winner failed to notify Sqkii within 2 (two) hours from the time of finding, the Winner will be not be entitled to the Prize(s). Sqkii shall replace the Item and resume the activity as soon as reasonably practicable.
- e. After notification, the Winner has to present the Item to Sqkii within 7 (seven) days from the date of notification, or whenever reasonably practicable.
- f. The Winner will be responsible for all costs associated with collecting the Prize(s).
- g. If the Winner is under 18 years old, the Winner must be accompanied with the Winner's parent or legal guardian during the collection.
- h. The Winner and/ or the Winner's parent or legal guardian, must provide Sqkii with valid identity documents (NRIC/Passport/Birth Certificate) when collecting the Prize(s).
- i. The Winner agrees to have his name published on the Sqkii's websites and on Sqkii's official Facebook, Twitter, Instagram, and any other social media accounts.
- j. The Winner also agrees to partake in any media-related activities with Sqkii including, and without limitation to, interviews with Sqkii and/or its official partners. The Winner also agrees not to partake in any other media-related activities in relation to SL without prior consent of Sqkii.

4. LIABILITIES

- a. By participating in SL and its activities, the participant agrees to defend and hold Sqkii and its official partners from and against all claims, losses, damages, costs, and expenses, including legal fees on an indemnity basis, arising out of your use of Sqkii or its official partners' official websites and/or social media platforms or any breach of these Terms and Conditions.
- b. By participating in SL and its activities, the participant agrees not to hold Sqkii and its official partners responsible in any manner whatsoever for any problems or any financial costs incurred (whether as a

result of fake and/or doctored hints, malfunctioned power-ups, or otherwise), including any injury or damage to participants or any other persons related to or resulting from participation in this competition.

c. By participating in SL and its activities, the participant agrees not to hold Sqkii and/or its official partners legally liable for any accident, loss, injury, or damage to any individual or property, whether directly, indirectly, consequential, special, punitive, or exemplary, whether in contract, tort, negligence, or otherwise arising out of or in connection with SL or the Prize(s), either during the activity organised on SL or after the activity's conclusion.

d. By participating in SL and its activities, the participant agrees that no claim relating to any losses or injuries (including special, indirect, and consequential losses) shall be asserted against Sqkii, its directors, officers, employees, or official partners, from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to SL and/ or its activities, including and without limitation to, personal injuries, death, and property damage.

5. WARRANTIES

a. Sqkii does not warrant that any hints, clues, power-ups, clarifications, Global Positioning System data, questionnaires, and/ or any other communication given with reference or in relation to SL and/ or its activities will be error-free and/or uninterrupted.

b. Sqkii makes no warranty, whether expressly or impliedly, that the content or any functions associated within Sqkii's websites will be uninterrupted or error-free or that its websites are free of any viruses and/or other harmful elements.

c. Sqkii does not warrant that its safety instructions/hints are the only safety guidelines that the participants have to abide by.

d. Sqkii and its official partners makes no warranty, whether expressly or impliedly, as to any harm arising from accessing any information or material through Sqkii and its official partner's websites or its social media platforms, including and without limitation to harm caused by viruses or similar contamination or destructive features, whether or not known.

6. SEVERABILITY

a. If any provision of this Terms and Conditions is determined by any court or any competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

b. If any unlawful and/or unenforceable provision of this Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

7. THIRD PARTY RIGHTS

a. This Terms and Conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third parties, whether incidental or otherwise.

b. The exercise of the parties' rights under this Terms and Conditions are not subject to the consent of any third parties.

8. NOTICE

a. The decision of Sqkii on all matters pertaining to SL (including any dispute arising from the hints, clues, power-ups, clarifications, or any information transmitted by Sqkii in relation to SL and/ or its activities, or interpretation of this Terms and Conditions) is final and binding on all parties.

b. The participant hereby agrees and acknowledges that all electronic communications made pursuant to the participation in SL and its activities shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document.

9. VARIATION

a. Each participant agrees that Sqkii may revise this Terms and Conditions from time to time.

b. Any revision to this Terms and Conditions shall apply to SL and its activities from the date of publication of the revised Terms and Conditions on the official website, and the participant hereby waives any right that the participant may otherwise have to be notified of, or to consent to, any such revisions.

10. GOVERNING LAW

a. This Terms and Conditions shall be governed by and construed in accordance with the laws governing the Republic of Singapore.

b. Any disputes relating to this Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.