

## Terms & Conditions Governing the Carry On With PayNow Campaign – SME PayNow Corporate Sign Up (the “Campaign”)

### Campaign Period

1. The Campaign period shall run from 9 April 2020 Singapore Time (SGT) 00:01 to 31 July 2020 SGT 23:59 (both dates inclusive), or such other periods(s) as may be determined by the Association of Banks in Singapore (“ABS”) at its absolute discretion (the “Campaign Period”).

### Eligibility

2. You will qualify for the Campaign (“Eligible Customer”) if:
  - i. you are an SME as at the commencement of the Campaign Period; and
  - ii. you apply for PayNow Corporate during the Campaign Period and become a new PayNow Corporate Customer.

### Definitions

3. “New PayNow Corporate Customer” means any SME whose application during the Campaign Period to become a newly Registered PayNow User was approved by the relevant Participating Bank and upon such approval, remains a Registered PayNow User throughout the Campaign Period.
4. “SMEs” or “Small and Medium Enterprises” refers to companies:
  - i. with at least 30% local shareholding; AND
  - ii. (A) with group annual sales turnover of not more than \$100 million OR  
(B) group employment size of not more than 200 employees; AND
  - iii. which meet such other criteria or requirement (if any) as may be determined by the relevant Participating Bank.

The criteria or requirement of the relevant Participating Bank (if any) shall prevail in the event of any inconsistency.

5. “Registered PayNow Corporate User” means a new PayNow Corporate Customer which has been registered as a user under PayNow Corporate in respect of one or more valid and active account(s) with a Participating Bank.
6. “Participating Bank” means a participating bank of PayNow in Singapore.
7. “PayNow” means the funds transfer service available to customers of participating banks in Singapore that is designated as “PayNow” by ABS;
8. “PayNow Corporate” means the funds transfer service available to customers that are corporates, sole proprietorships, partnerships, organisations, clubs, associations, societies, Singapore Government agencies, or other legal entities of participating banks in Singapore that is designated as “PayNow Corporate” by ABS.

## Rewards

9. The first 20,000 Eligible Customers shall be entitled to receive a cash reward of S\$25 (the “**Reward**”).
10. The Reward is limited to the first 20,000 Eligible Customers who meet the conditions in Clause 2 during the Campaign Period. For the avoidance of doubt, in the event that any entity entitled to the Reward is subsequently found to be ineligible for the Campaign, neither ABS nor any Participating Bank shall be obligated or liable to provide the Reward to another Eligible Customer.
11. Eligible Customers who qualify to receive the Reward will receive it within 12 weeks after the end of the Campaign Period, or such other timing as may be determined by ABS in its absolute discretion.
12. The Reward will be sent to the qualifying Eligible Customers via PayNow or such other medium of transfers as may be determined by ABS at its absolute discretion.
13. If any Eligible Customer is subsequently discovered to be in breach of any of these terms and conditions, or ineligible to participate in the Campaign or to receive the Reward (which ineligibility shall be determined at the discretion of ABS), ABS reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the Eligible Customer to repay to or compensate ABS the value of the Reward at any time. No person shall be entitled to any payment or compensation from ABS or any Participating Bank should any Reward be forfeited or withdrawn, if any Reward is reclaimed by ABS, or if an Eligible Customer is asked to repay to or compensate ABS the value of the Reward for whatsoever reasons.
14. ABS reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.

## Data Protection and Consent

15. By participating in the Campaign, the Eligible Customer acknowledges and agrees that (a) the relevant Participating Bank; and (b) ABS, may collect, use, disclose and/or process data (which may include without limitation, personal data) relating to the Eligible Customer, such as, without limitation, the details and business contact information of the Eligible Customer and/or the Eligible Customer’s representative(s) (collectively, “**Customer Data**”). Such Customer Data may be collected, used, disclosed and/or processed for:
  - i. the purpose of determining the eligibility of the Eligible Customer to participate in the Campaign;
  - ii. the purpose of facilitating, administrating and processing the Eligible Customer’s application for PayNow and participation in the Campaign; and
  - iii. the purpose of managing, administrating and conducting the Campaign;
  - iv. the fulfilment and delivery of the Reward to the Eligible Customer, where applicable; and
  - v. such other purposes as may be set out in the relevant Participating Bank’s and ABS’s respective data protection policies and/or privacy policies,(collectively, the “**Purposes**”).
16. In providing any Customer Data to the relevant Participating Bank and ABS in the course of the Campaign, the Eligible Customer represents and warrants that:

- i. such Customer Data is accurate, complete and true; and
- ii. where Customer Data relates to an individual (for example, the Eligible Customer's representative(s)), the Eligible Customer has the valid authority and consent from such individuals to act on their behalf and provide such Customer Data to the relevant Participating Bank and ABS to collect, use, disclose and process for the Purposes.

## General

17. By participating in the Campaign, the participant shall be deemed to have read, understood and accepted these terms and conditions.
18. The eligibility of any Eligible Customer to receive any Reward shall be determined at the absolute discretion of ABS.
19. ABS reserves the right at its absolute discretion to terminate the Campaign 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 Campaign.
20. For avoidance of doubt, the access and use of PayNow Corporate shall be subject to such terms and conditions (including without limitation, any applicable terms of use and data protection policies) as may be stipulated, issued or prescribed by the relevant Participating Bank (the "PayNow Corporate Terms") responsible for processing the application for PayNow Corporate for, and providing PayNow Corporate to, the relevant Eligible Customer. In the event of any inconsistency or conflict between these terms and conditions, and the relevant Participating Bank's PayNow Corporate Terms, the PayNow Corporate Terms shall prevail.
21. For the purposes of payment of the Reward to any Eligible Customer via PayNow, such Eligible Customer must be a Registered PayNow Corporate User.
22. ABS's decisions on all matters relating to the Campaign shall be final and binding on all participants of the Campaign. No correspondence or appeal shall be entertained by ABS. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Campaign, these terms and conditions shall prevail.
23. Neither ABS nor any Participating Bank shall be responsible for any loss or damage to any person in connection with the Campaign 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.
24. These terms and conditions shall be governed by the laws of Singapore and each participant in the Campaign irrevocably submits 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 (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.