



## **TERMS AND CONDITIONS GOVERNING OCBC 365 CREDIT CARD CASHBACK PROGRAMME**

The following terms and conditions and any other rules, procedures or instructions which we may issue from time to time (collectively "Terms and Conditions") shall apply to the OCBC 365 Credit Card ("OCBC 365 Card").

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to the OCBC 365 Card. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the OCBC 365 Card.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

### **1. OCBC 365 Card**

(a) The OCBC 365 Card ("Card") is a card bearing the name VISA and/or the service mark of VISA issued by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") (including any substitution, replacements or renewals thereof) which comes with the following features:

(i) Cashback on Dining (locally)

- 3% cashback on weekdays (Mondays to Fridays)
- 6% cashback on weekends (Saturdays to Sundays)

(ii) 3% cashback on Dining (overseas)

(iii) 5% cashback on Petrol

(iv) 3% cashback on Online, Grocery, Recurring Telecommunications bill;

(v) 3% cashback on Medical (applicable only for Cardmembers who are also OCBC Bank Child Development Account Trustees); and

(vi) 0.3% cashback on all other spend (unless otherwise stated in these Terms and Conditions or by OCBC Bank in its absolute discretion)

(b) To be eligible for the above cashback on Dining, Petrol, Online, Grocery, Recurring Telecommunications bill and Medical (where applicable), Cardmembers must spend a minimum of S\$600 based on posted transactions in a calendar month on the OCBC 365 Card (the "Minimum Spend Requirement"). The spending can be aggregated between the Principal and Supplementary Cardmembers and is only valid for retail transactions.



Subject to these Terms and Conditions, Cardmembers will earn cashback of 0.3% on all retail spends if the Minimum Spend Requirement is not met. For the avoidance of doubt, in relation to charges made on Cardmember's OCBC 365 Card on the categories set out in Clause 1(a)(vi), subject to these Terms and Conditions, Cardmembers will earn cashback of 0.3% only regardless of whether such Cardmembers have met the Minimum Spent Requirement.

(c) Subject to these Terms and Conditions, the total cash rebate awarded will be capped at S\$80 based on posted transactions per each calendar month.

## **2. Cashback**

### **(a) Dining**

(i) Cashback on Dining is defined as all Singapore and Overseas transactions made at all restaurants & cafes, caterers and fast food restaurants excluding all food and beverage spend within hotels and wedding banquet held in hotels.

(ii) Cashback on weekday Dining is defined as all dining transactions made from 0000 Hour on Monday to 2359 Hour on Friday (Singapore time). Cashback on weekend Dining is defined as all dining transactions from 0000 Hours on Saturday to 2359 Hour on Sunday (Singapore time).

(iii) For overseas Dining transactions, a flat 3% cashback will be awarded on all days. The overseas dining transaction has to be charged in a foreign currency to be eligible for the 3% cashback.

(iv) All dining transactions made online will fall under the rebate percentage tier for "Online" purchases

### **(b) Petrol**

"Petrol" is defined as transactions made at all petrol kiosks in Singapore

### **(c) Online**

"Online" transactions are retail transactions made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks. Retail transactions are purchases for goods and services and exclude the following transactions: (a) Payments made via telephone or mail order; (b) Subscription and recurring payments; (c) Payments to government institutions; (d) Payments to financial institutions (including banks and brokerages); (e) Payments to insurance companies; (f) Utility bill payments; (g) Donations; (h) Payment of funds to prepaid accounts and merchants who are categorised as "payment service providers"; (i) Payments to schools, hospitals, professional services providers and payments for parking lots (j) Payments of membership fees to clubs and associations; (k) Payments made via online banking; (l) Any other transactions determined by OCBC from time to time.



#### **(d) Grocery**

“Grocery” is defined as transactions made at all supermarkets in Singapore

#### **(e) Recurring Telecommunications bill**

“Recurring Telecommunications bill” is defined as bill payment made to the Telecommunication companies in Singapore and is automatically charged to the OCBC 365 Card on a monthly basis.

The rebates will be given in accordance with the universal merchant category codes designated by the merchant. As such, OCBC Bank will not be able to adjust the rebates given if the universal merchant code did not classify its business accurately.

#### **(f) Medical**

“Medical” is defined as on-site transactions made at all hospital, medical and dental clinics in Singapore.

### **3. Other Conditions**

(a) Cashback are computed based on 2 decimal places per transaction without any rounding.

(b) Cashback earned will be credited into the Principal Cardmember’s card account in the following month based on posted transaction. Cashback earned by a Supplementary Cardmember will be credited to the Card Account of the Principal Cardmember.

(c) We reserve the right to vary the percentage of the cash rebate or revise the minimum spend required without notice at any time or from time to time.

(d) Cashback are awarded only for retail purchases made on the Card. The following will not be taken into account in the award and computation of cashback:

- Annual card fees, interest, late payment charges;
- Tax payments;
- Bill payments made via Internet Banking and any AXS Network;
- Cashwise Facility, Instalment Payment Plan, PayLite, Cash Advances, Balance Transfers; and
- any such other fees, charges, payments, services, products and/or facilities as may be decided by us in our absolute discretion at any time and from time to time. For the avoidance of doubt, we have the absolute discretion to decide whether or not to provide any notice in relation to any of our decisions made hereto.

(e) In relation to spend incurred on any EZ-Link and Transit Link transactions posted in a Principal Cardmember’s credit card account (“EZ-Link spend”) in a relevant calendar month, such a Principal Cardmember is only entitled to claim up to 0.3% cash back from an amount not exceeding S\$200 of the total EZ-Link spend for that relevant calendar month. For the avoidance of doubt and notwithstanding anything to the contrary, the total cash back a



Principal Cardmember may be entitled to receive in relation to his/her total EZ-Link spend for a relevant calendar month shall not exceed S\$0.60.

(f) To be awarded the 3% cashback on Medical spend in any calendar month, Cardmembers must also be the OCBC Bank Child Development Account Trustees for the whole of that calendar month.

(g) Retail purchases charged to the Card but yet to be posted to the Card Account will not be taken into account in the computation of cashback to be awarded.

(h) Refunded retail purchases will be deducted from the relevant monthly billed amount for the computation and award of cashback. Any reversed portion of cashback will be reflected in the Billing Statement of the following month.

(i) We may retract, deduct and/or re-compute any cashback awarded if any Cardmember fails to effect due payment for the Card Transactions, abuse the cashback programme as deemed fit by the bank or if the Card Account is terminated by a Cardmember or the Bank.

(j) Any cashback awarded will be reflected in the Billing Statement provided on a monthly basis. Such Cashback will be automatically offset against that month's billed amount.

(k) We reserve the right to replace the cashback with another item or kind of reward as we may determine without notice at any time or from time to time.

(l) We reserve the right at any time without giving any reason or notice to the Cardmember to deduct, withdraw or cancel any cashback awarded to you without liability. Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.

(m) We may, at our sole discretion and without notice, suspend the Card at any time.

(n) The crediting of cashback to Cardmember's Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the Card.

(o) Our decision on all matters relating to or in connection with the Card (including the Scheme) shall be final and binding on all Cardmembers.

(p) In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Card, these Terms & Conditions shall prevail.



#### **4. Amendments**

We may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the Card.

#### **5. Rights of third parties**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms and Conditions.

#### **6. Governing law and jurisdiction clause**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.