

## **TERMS AND CONDITIONS GOVERNING OCBC YES! DEBIT CARD REBATES PROGRAMME (THE “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 YES! Debit Card ("YES! Debit Card").

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

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Debit 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. YES! Debit Card**

(a) The YES! Debit 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) 1% rebates on fast food
- (ii) 1% rebates on selected convenience stores
- (iii) 1% rebates on selected online merchants
- (iv) 1% rebates on selected transport merchants

(b) To be eligible for the above rebates on fast food, selected convenience stores, selected online merchants and selected transport merchants, Cardmembers must spend a minimum of S\$400 based on posted transactions in a calendar month on the YES! Debit Card (the "Minimum Spend Requirement"). For the avoidance of doubt, spend incurred on or in connection with any stored value and prepaid products (including without limitation, spend incurred on NETS FlashPay products or services, Ez-Link products or services etc or any such other similar payments as determined by OCBC from time to time will not be counted towards calculating Cardmembers' eligibility for any rebates. In the event the Minimum Spend Requirement is not met, Cardmembers will not be eligible for any rebates.

### **2. Rebates**

#### **(a) Fast Food**

(i) In order to be eligible under this category, the spend must be incurred in any establishments classified under Visa Merchant Category Code 5814 in Singapore dollars, both online and in-store. Notwithstanding anything to the contrary, OCBC has the absolute discretion to determine whether a spend or transaction qualifies as a transaction made at a fast food restaurant.

(ii) For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.

#### **(b) Selected Convenience Stores**

(i) In order to be eligible under this category, the spend must be incurred with any of the following convenience stores in Singapore dollars:

- Cheers
- 7-Eleven

(ii) Notwithstanding anything to the contrary, spend incurred with any Esso-Cheers and Shell 7 Eleven will not qualify under this category.

For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.

#### **(c) Selected Online Merchants**

(i) In order to be eligible under this category, online transactions must be done/conducted with any of the following online merchants:

- iHerb
- FairPrice Online
- ZALORA
- ASOS
- Lazada

(ii) For the purpose of these Terms and Conditions, "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) Payment of funds to prepaid accounts and merchants who are categorised as "payment service providers"; (c) Payments made via online banking; (d) Any other transactions determined by OCBC from time to time.

#### **(d) Selected Transport Merchants**

(i) In order to be eligible under this category, the spend must be incurred with any of the following transport merchants in Singapore dollars:

- Comfort and CityCab
- Grab

(iii) For the avoidance of doubt, spent incurred in foreign currencies under this category will not be recognized

### **3. Other Conditions**

(a) Rebates is computed based on 2 decimal places per transaction without any rounding.

(b) Rebates earned will be credited into the Cardmember's card account by the end of the relevant calendar month following the relevant calendar month in which the transaction was posted on the Cardmember's card account.

(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) Rebates are awarded only for retail purchases made on the Card. Annual card fees, income tax, goods and services taxes, and other fees and charges will not be taken into account in the award and computation of rebates.

(e) Retail purchases charged to the Card on a relevant calendar month but yet to be posted to the Card Account within that particular calendar month will not be taken into account in the computation of rebates to be awarded.

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

(g) We may retract, deduct and/or re-compute any rebates awarded if any Cardmember abuses the rebates programme, as deemed fit by the bank, or if the Card Account is terminated by a Cardmember or the Bank.

(h) Any rebates awarded will be reflected in the statement of the Fast Cash deposit account that is linked to the relevant YES! Debit Card provided on a monthly basis.

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

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

(k) We may, at our sole discretion and without notice, suspend the Card and/or the Programme at any time and without providing any reason whatsoever.

(l) The crediting of rebates 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.

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

(n) 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.

*Updated as at 31 March 2016*