#### TERMS AND CONDITIONS GOVERNING OCBC 365 CREDIT CARD HOTEL DINING PROMOTION

- 1. The dining cashback at hotel is only valid for posted transactions at hotels in Singapore from the period 1 December 2014 to 28 February 2015.
- 2. To be eligible for the above cashback on Hotel Dining, Cardmembers must spend a minimum of \$\$600 per each billing cycle on the OCBC 365 Card. The spending can be aggregated between the Principal and Supplementary Cardmembers. Cardmembers will earn cashback of 0.3% instead of the higher tiered cashback if the \$\$600 spend per month is not met. The total cashback awarded on posted transactions across all eligible categories (including but not limited to spend incurred on grocery spend, petrol, weekday Dining, Hotel Dining etc) per calendar month is capped at an aggregate of \$\$80.
- 3. 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).
- 4. Dining cashback at hotels is only valid for retail transactions at any Hotel establishments with the following Merchant Category Codes (MCC):
  - MCC 3501 to 3790 Hotels/Motels/Inns/Resorts
  - MCC 7011 Hotels, Motels, and Resorts
- 5. All dining transactions made online at the Hotel will fall under the rebate percentage tier for "Online" purchases

### 5. 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. Annual card fees, Cashwise Facility, Instalment Payment Plan, income tax, interest, late payment charges, goods and services taxes, Cash Advances, Balance Transfers and other fees and charges will not be taken into account in the award and computation of cashback.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) We may, at our sole discretion and without notice, suspend the Card at any time.
- (I) 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.
- (m) Our decision on all matters relating to or in connection with the Card (including the Scheme) 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.

# 6. 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.

## 7. 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.

## 8. 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.