

## 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) **6% Cashback on all dining transactions.** Please refer to Clause 2(a) of these Terms and Conditions for details of these transactions.
- (ii) **3% Cashback on all grocery transactions.** Please refer to Clause 2(b) of these Terms and Conditions for details of these transactions.
- (iii) **3% Cashback on all land transport transactions.** Please refer to Clause 2(c) of these Terms and Conditions for details of these transactions.
- (iv) **5% Cashback on petrol transactions.** Please refer to Clause 2(d) of these Terms and Conditions for details of these transactions.
- (v) **3% Cashback on travel related transactions.** Please refer to Clause Clause 2(e) of these Terms and Conditions for details of these transactions.
- (vi) **3% Cashback on recurring telecommunications bill payments.** Please refer to Clause Clause 2(f) of these Terms and Conditions for details of these transactions.
- (vii) **3% Cashback on recurring electricity bill payments.** Please refer to Clause 2(g) of these Terms and Conditions for details of these transactions.
- (viii) **0.3% cashback** on all other spending, excluding transactions referred to in Clause 3(d) of these Terms and Conditions, and transaction spend made to the following organisations or any other organisations as determined by OCBC Bank in its absolute discretion from time to time (each, an "Excluded Organisation"):
  - Charitable/Religious Organizations (MCC: 8398, 8661);
  - Cleaning, Maintenance and Janitorial Services (MCC: 7349); and
  - Real Estate Agents and Managers (MCC: 6513).

(b) To be eligible for the cashback set out in Clause 1a of these Terms and Conditions, Cardmembers must spend a minimum of S\$800 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 excludes transactions referred to in Clause 3(d) and payments made to Excluded Organisations.

Subject to these Terms and Conditions, Cardmembers will earn cashback of 0.3% on all eligible spend if the Minimum Spend Requirement is not met in any calendar month.

(c) Subject to these Terms and Conditions, the maximum amount of cashback that one account (the principal and all supplementary cardholders together) can earn in any calendar month is S\$80.

## **2. Cashback**

### **(a) Dining**

(i) “Dining” is defined as transactions made in at all restaurants & cafes, caterers and fast food restaurants classified under the Merchant Category Code (MCC):

- MCC 5812 (Restaurants and eating places);
- MCC 5814 (Fast Food Restaurants); and
- MCC 5811 (Caterers).

(ii) Cashback on Dining includes :

- all in-store transactions in Singapore and Overseas; and
- Online transactions such as food delivery made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

(iii) For the avoidance of doubt, all dining transactions below will not be eligible to receive any cashback under the “Dining” category. Such transactions will only be eligible to 0.3% cashback as set out in Clause 1(a)(viii) above.

- hotels and wedding banquet; and
- transactions not made in person such as telephone order or mail order.

### **(b) Groceries**

(i) “Grocery” is defined as transactions made in all grocery stores classified under the Merchant Category Code: 5411 (Grocery Stores), which includes:

- in-store transactions made in grocery stores in Singapore and Overseas; and

- Online transactions such as grocery delivery made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

### **(c) Land Transport**

(i) "Land Transport" is defined as transactions classified under the following Merchant Category Codes:

- MCC 4111 (Local/Suburban Commuter Passenger Transportation);
- MCC 4011 (Railroads);
- MCC 4112 (Passenger Railways);
- MCC 4121 (Taxicabs and Limousines); and
- MCC 4131 (Bus Lines, Including Charters, Tour Buses);

and is processed by the respective merchants/acquirers (whether as an online transaction or otherwise) through the Visa/MasterCard Worldwide networks.

(ii) For avoidance of doubt, EZ-Link and Transit Link transactions will be excluded and awarded with 0.3% cashback, capped at S\$0.60 per calendar month as mentioned in Clause 3(e) of these Terms and Conditions.

### **(d) Petrol**

(i) "Petrol" is defined as transactions classified under the following Merchant Category Codes:

- MCC 5541 (Service Stations); and
- MCC 5542 (Automated Fuel Dispensers);

(ii) Cashback on petrol transactions includes all transactions over the counter in Singapore and Overseas, but excludes fleet card top ups such as Abecha Esso Fleet Card or Speedpass, or such others similar top –up transactions.

### **(e) Travel**

(i) "Travel" is defined as transactions classified under the following Merchant Category Codes:

- MCC 4411 (Cruise Lines);
- MCC 4511 (Airlines, Air Carriers); and
- MCCs with other Airlines, Hotels and Online Travel Agencies

(ii) Cashback on Travel includes online transactions made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

### **(f) Recurring Telecommunications bill**

(i) "Recurring Telecommunications bill" is defined as bill payment made to the telecommunication companies in Singapore and is charged to the OCBC 365 Card on a monthly basis via the recurring payment service.

### **(g) Recurring Electricity bill**

(i) "Recurring Electricity bill" is defined as bill payment made to the electricity companies in Singapore and is automatically charged to the OCBC 365 Card on a monthly basis via the recurring payment service.

## **3. Other Conditions**

(a) Cashback is 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 is not awarded on the following: Annual card fees, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, AXS or SAM network, and other fees and charges.

(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) 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.

(g) Refunded 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

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

(m) 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.

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

(o) 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.

(p) All rebates will be awarded in accordance with, among other things, the relevant recognised universal merchant category codes designated by the relevant merchant. As such, OCBC Bank shall not be liable in any way whatsoever to reward any rebate or compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember if a relevant merchant classifies its universal merchant category code inaccurately and thereby causing the inability of OCBC Bank to reward any rebates to any Cardmember.

#### **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.