

**Terms and Conditions Governing the 2% OCBC Cashback on Overseas Spend Promotion November to January 2018 (the “2% Overseas Spend Promotion”)**

This promotion is applicable to all OCBC Credit and Debit Cardholders that received an SMS or electronic direct mailer (the “EDM”).

**Promotion Period**

1. The promotion period will be from 20 November 2017 to 20 January 2018 (both dates inclusive) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC”) in its absolute discretion (the “Promotion Period”).

**Eligibility**

2. You are auto-enrolled into the 2% Overseas Spend Promotion (“Eligible Cardholders”) if:
  - a. You are an existing OCBC main credit cardholder and/or debit cardholder;
  - b. Your OCBC Credit and Debit Card account(s) are in good standing with OCBC during the Promotion Period; and
  - c. You have made Overseas Spend (as defined below) using any OCBC Credit Card(s) and OCBC Debit Card(s) (excluding OCBC 365, GE Cashflo Card, Cashflo Card, OCBC Private Label, BOS Elite World, OCBC Corporate, BOS Voyage Corporate and all OCBC Business cards) in accordance with the terms of the 2% Overseas Spend Promotion during the Promotion Period (collectively, the “Card(s)”).
  - d. You receive an SMS or EDM communicating this campaign.

**Eligible Overseas Spend (“Overseas Spend”)**

3. Eligible Overseas Spend has to be charged in foreign currency (other than Singapore dollars) during the Promotion Period.
4. Overseas Spend is defined as the total overseas cash advance, overseas spend that has been converted to PayLite and overseas retail spending made during the Promotion Period, by the Eligible Cardholder over all his qualifying Card(s). Overseas Spend charged by the Eligible Cardholder’s supplementary cardholder will also be counted towards achieving the total Overseas Spend. In the event of any ambiguity, OCBC retains the right to finally determine whether a particular transaction qualifies as a “cash advance transaction” or a “retail transaction”.
5. Eligible Overseas Spend will have to be posted during the Promotion Period.
6. Without prejudice to Clause 14 below, in the event that there is a reversal of transaction, OCBC reserves the right to claw back any given cashback.
7. Below transactions do not qualify as part of the Overseas Spend:
  - a. Balance transfers, bank charges, finance and late charges;
  - b. Interest Instalment Plans and Cash-On-Instalment.

**S\$600 Spend Hurdle (“Spend Hurdle”)**

8. In order for an Eligible Cardholder’s Overseas Spend to be eligible for the 2% cashback during the Promotion Period, the Overseas Spend (after converting from foreign currency to Singapore dollars at a rate to be determined by OCBC in its absolute discretion) must exceed the S\$600 Spend Hurdle and the 2% cashback will be paid on the difference between the Overseas Spend and the Spend Hurdle. For instance, if the Overseas Spend (after converting from foreign currency to Singapore dollars at a rate to be determined by OCBC in its absolute discretion) is S\$800, the 2% cashback will be awarded on the S\$200 (being the difference between S\$600 and S\$800) provided that the conditions set out in these terms and conditions are fully satisfied.
9. Cashback will be credited to the Card account with the highest overseas spend during the Promotion Period.
10. Your Card account will be credited with the relevant cashback amount by 28 March 2018.
11. You cannot transfer or exchange the cashback for cash, credit or other benefits.
12. Your Card accounts must be active and in good standing at the time of crediting
13. OCBC has the right to end or withdraw the 2% Cashback Overseas Spend Promotion without giving you notice.

**Miscellaneous**

14. OCBC’s decision on all matters relating to the 2% Overseas Spend Promotion will be final. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to the 2% Overseas Spend Promotion, these terms and conditions will apply.

15. OCBC reserves the right at any time without giving any reason or notice to you to deduct, withdraw or cancel any cashbacks/rewards awarded to you without liability. You will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
16. OCBC will not be responsible or held liable for any loss to or expenses you or any person incur in connection with the 2% Overseas Spend Promotion, including any error in computation, any breakdown or malfunction in any computer system or equipment.
17. OCBC has the right to change any terms and conditions without giving you notice. This includes changing the rules relating to who is eligible for the 2% Overseas Spend Promotion and the dates of the 2% Overseas Spend Promotion.
18. The laws of Singapore apply to these terms and conditions, and any disputes between the participants and OCBC will be dealt with in the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions does not have the right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.