

Terms & Conditions Governing the OCBC Business Credit Card Welcome Promotion (the “Promotion”) November 2023

Promotion Period

1. The promotion period shall run from 1 November 2023 to 31 January 2024 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) at its absolute discretion (the “Promotion Period”).

Eligibility

2. You will qualify for the Promotion (“Eligible Cardholder”) if:
 - a) you are an existing OCBC Business Credit Card (the “Card”) cardholder whose Card application is approved during the Promotion Period;
 - b) your Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment of the Cashback (defined in clause 4 below).

Definitions

3. “Qualifying Spend”:
 - a) refers to any retail transaction (including face to face or online purchases);
 - b) does not include payments or transactions relating to annual card fees, insurance premiums, cash-on-installment transactions / instalment payment plans, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up, contactless payments and other bank fees and charges;
 - c) does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC Bank the under Terms and Conditions Governing OCBC Business Credit Card Rebates Programme; and
 - d) will be determined by its transaction date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

Promotion Mechanics

4. An Eligible Cardholder who has made Qualifying Spend(s) on their Card during the Promotion Period amounting to an aggregate of at least S\$300 will be entitled to receive **S\$50** worth of cashback (the “Cashback”), subject to these terms and conditions.
5. Subject to the fulfilment of the requirements of these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited to the Eligible Cardholder’s Card account.
6. Eligible Cardholders who qualify to receive the Cashback will receive the same based on the following schedule:
 - a) Cards approved from 1 to 30 November 2023 – by end February 2024
 - b) Cards approved from 1 to 31 December 2023 – by end February 2024

7. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Spend under the Promotion. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the Cashback will not be awarded.
8. The Cashback awarded under this Promotion is additional to the rebates that may be awarded under the Terms and Conditions Governing OCBC Business Credit Card Rebates Programme.
9. Eligible Cardholders are only entitled to receive the Cashback once during the Promotion Period.
10. For the avoidance of doubt, in the event that any person entitled to the Cashback is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Cashback to another Eligible Cardholder.
11. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardholder's accounts with OCBC Bank the equivalent value of the Cashback if the Eligible Cardholder's Card account is closed during, or within six (6) months from the end of, the Promotion Period. If any Eligible Cardholder is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback, OCBC Bank reserves the right to (i) forfeit or withdraw the Cashback at any time; or (ii) (where the Cashback has been redeemed) claw-back the Cashback or request the relevant cardholder to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback plus any goods and services tax or such other amount as it deems fit from the account(s) of the cardholder. No person shall be entitled to any payment or compensation from OCBC Bank should any Cashback be forfeited or withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a cardholder is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

General

12. The eligibility of any Eligible Cardholder to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.
13. OCBC Bank reserves the right at its absolute discretion to terminate the Promotion or vary, delete, or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any cardholder and the dates of the Promotion.
14. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion, or any product and/or service relating to the Promotion. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
15. OCBC Bank's decisions on all matters relating to the Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
16. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
17. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

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