

## **Terms & Conditions Governing the OCBC Business Debit Card FX Promotion (the “Promotion”)**

### **Promotion Period**

- The promotion period shall run from 1 August 2023 to 31 August 2023 (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**

- You will qualify for the Promotion (“Eligible Cardmember”) if:
  - you hold OCBC Business Debit Card a Card (“Card”) ;
  - you have received an electronic direct mail (eDM) or an SMS from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable);
  - your Card account is active and in good standing with OCBC Bank during the Promotion Period;
  - you have spent a minimum of S\$500 of Qualifying Spend during the Promotion Period on your Card in accordance with the terms and conditions of the Promotion (“Minimum Qualifying Spend”);

### **Definitions**

- A “Qualifying Spend”
  - refers to any retail transaction (including face to face or online purchases) charged in foreign currency;
  - does not include payments or transactions relating to annual card fees, insurance premiums, Cash-On-Instalment IPP, 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;
  - 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 under Terms and Conditions governing the OCBC Business Debit Card Rebates Programme; and
  - 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.
  - For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a “Qualifying Spend”

### **Promotion Mechanics**

- Eligible Customers who meet the conditions specified herein will receive a 2% cashback (“Cashback”) on their qualifying spend (capped at S\$80), subject to these terms and conditions.
- The Promotion is limited to the first 200 Eligible Customers who meet the conditions set out in these terms and conditions during the Promotion Period. 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 Customer.
- For principal cardmembers with supplementary Cards, the Cashback will be awarded for the aggregated spend on both the principal Card and supplementary Card.
- 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.

## **Cashback**

- Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Eligible Customer's Card account.
- The Cashback will be credited into the Eligible Customer's Card account by 2 months from end of Promotion Period.
- Applicants who had cancelled their Card within the 2 months prior to the Promotion and re-applied for it under the Promotion are not eligible to participate in the Promotion.
- Each Eligible Customer is only entitled to receive a maximum of S\$80 Cashback under the Promotion.
- The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- The total Cashback awarded under the Promotion is on top of the cashback you can enjoy under OCBC Business Debit Card Rebates Programme
- Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
- OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any cashback awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback, OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer 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 or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank should any Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

## **General**

- The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.
- 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 customer and the dates of the Promotion.
- 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.
- 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.
- 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.
- By participating in the Promotion, Eligible Customer consents to: a. OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and facilitating and administering the Promotion mechanics (the "Purposes"); b. OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and c. the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).

- 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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