

Terms and Conditions Governing OCBC Open Electricity Market Promotion (Oct 2020) with Sembcorp Power Pte Ltd ("Sembcorp") ("Promotion")

Promotion Period

1. The Promotion shall run from 10 October 2020 to 31 October 2020, both dates inclusive ("Promotion Period").

Eligibility

- 2. You are eligible to take part in the Promotion ("Eligible Cardmember") if:
 - (a) you are an existing OCBC Credit Cardmember and/or Debit Cardmember (except for the cards excluded in Clause 9 below);
 - (b) your OCBC Credit and Debit Card account(s) is active and in good standing with OCBC during the Promotion Period; and
 - (c) during the Promotion Period, you are among the first 500 new Sembcorp customers who:
 - signed up for a Sembcorp 12-month or 24-month residential electricity plan.
 For avoidance of doubt, this promotion is not eligible for any renewal sign-ups;
 - ii. input the following promo code during the sign-up process;

12-mth plan: **OCBC12** 24-mth plan: **OCBC24**; and

- iii. pay for Sembcorp's security deposit with an OCBC Credit or Debit Card during sign up; and
- iv. successfully set up payment for the Sembcorp Electricity Plan on a recurring basis to an OCBC Credit or Debit Card by 31 October 2020 (except for the cards excluded in Clause 9 below). All recurring payments must be made with an OCBC Credit or Debit Card (except for the cards excluded in Clause 9 below).

Promotion and Rebate

- 3. This terms and conditions must be read in conjunction with <u>Sembcorp Power's General Terms</u> and <u>Conditions (Homes & Businesses)</u>, applicable price plan summary, and other applicable promotion terms and conditions.
- 4. Each Eligible Cardmember shall receive a one-time S\$30 bill rebate for 12-mth Sembcorp Electricity Plan sign-up or S\$90 bill rebate for 24-mth Sembcorp Electricity Plan sign-up (the "Rebate").

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- 5. The Rebate shall be credited to the Eligible Cardmember's Sembcorp electricity account within 1 month from contract start date.
- 6. The Rebate will be used to offset the electricity bill, excluding Security Deposit and all nonelectricity usage related charges. If the electricity bill amounts to less than the value of the Rebate, the remaining value will be used to offset the subsequent electricity bill(s).
- 7. If any outstanding Rebate not redeemed by any Eligible Cardmember, upon the expiry or termination of the Sembcorp Bank Plan, then such unconsumed Rebate will be forfeited. The Rebate shall under no circumstances whatsoever be paid out in cash or in kind to any party.
- 8. The maximum amount of Rebate that may be earned is \$\$30 per Eligible Cardmember, for 12-mth Sembcorp Electricity Plan sign-ups or \$\$90 per Eligible Cardmember, for 24-mth Sembcorp Electricity Plan sign-ups, regardless of total number of cards (principal cards or supplementary cards) used to set up the recurring payment.
- 9. The following cards are not eligible for the Promotion: OCBC Private Label Cards, OCBC Corporate Cards, BOS Voyage Corporate Cards and all OCBC Business Debit Cards.
- 10. Sembcorp has the right to claw-back the Rebate previously awarded under the Promotion if the recurring payment arrangement is terminated within 12 months from the date the first recurring payment was charged to the OCBC Credit or Debit Card, or if the Sembcorp Bank Plan is terminated for any reason.
- 11. By participating in this Promotion, each Eligible Cardmember authorises OCBC and/or Sembcorp to disclose to any party the particulars of the Eligible Cardmember as OCBC and/or Sembcorp may consider necessary, for the purposes of administering this Promotion.
- 12. Save for existing credit card promotions, this Promotion is not valid with other promotions, special discounts, roadshow activations and MyRepublic stores, unless otherwise stated.
- 13. <u>Sembcorp referral program</u> is applicable for this Promotion.
 - (a) Sembcorp Power Referral program is exclusive for customers who sign up online for Sembcorp Power residential electricity plans only and cannot be used at any roadshow locations, MyRepublic stores or any sign-ups via any agent of Sembcorp Power. Referral Code is not applicable for Sembcorp Staff Plan, No Contract Plan, Corporate Individual Scheme (CIS), Groupbuy and cannot be used in conjunction with any other promotions or campaigns unless otherwise stated. Please refer to the Referral T&Cs, respective price plan factsheet and price plan summary for eligibility.

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General

- 14. The eligibility of any Eligible Cardmember to receive any Rebate shall be determined at the absolute discretion of OCBC and Sembcorp.
- 15. In addition, Sembcorp is not an agent of OCBC and makes no representation as to the quality of the products and/or services provided.
- 16. All feedback or customer issues relating to the Promotion mechanics should be directed to OCBC. For avoidance of doubt, feedback, enquiries and customer issues relating to the products/services provided by Sembcorp (including without limitation, the Sembcorp Bank Plan) should be directed to Sembcorp.
- 17. By participating in the Promotion, you are deemed to have read and agreed to the Terms and Conditions hereunder.
- 18. OCBC and Sembcorp reserves the right at each of 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 but not limited to, the eligibility of any cardholder and the dates of the Promotion.
- 19. OCBC 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 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.
- 20. OCBC's and Sembcorp'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 and Sembcorp. 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.
- 21. OCBC and Sembcorp shall not be responsible for any loss, damage, liability, expense or such other consequences suffered or incurred by any person in connection with the Promotion howsoever arising, including but not limited to 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.
- 22. OCBC and Sembcorp shall not be responsible or liable for any indirect or consequential damage or economic loss suffered or incurred by you or by any person, arising from or in connection with the Promotion.
- 23. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the 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 (Cap 53B) to enforce any of these terms and conditions.

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