#### Oversea-Chinese Banking Corporation Limited



65 Chulia Street OCBC Centre Singapore 049513
Co. Reg. No.: 193200032W

# Terms and Conditions Governing the OCBC 90°N Card Apply and Spend Promotion

### **Promotion Period**

 The promotion period shall run from 25 May 2021 till 30 June 2021 (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 Cardmember") if:
  - i. you have successfully applied for an OCBC 90°N Credit Card ("Card") as a primary cardmember during the Promotion Period;
  - ii. you did not have an OCBC 90°N Credit Card in the last 12 months prior to application;
  - iii. your Card account is active and in good standing with OCBC Bank during the Promotion Period until the point of fulfilment;
  - iv. you have spent a minimum of S\$1,000 of Qualifying Spend (the "Minimum Spend Requirement") within the applicable Eligible Period (based on the Card approval date) in accordance with these terms and conditions; and
  - v. you fall within one of the following categories of persons:

Category	Definition
New to Bank	New to Bank customers refer to customers that do not
	have any existing relationship with OCBC Bank
New to Card	New to Card customers refer to customers that do not
	have any existing OCBC credit card with OCBC Bank,
	and have not cancelled any existing OCBC Credit Card
	facilities within the last 12 months prior to this
	Promotion.
Existing to Card	Existing to Card customers refer to customers that have
	an existing OCBC credit card with OCBC Bank.

### **Definitions**

## 3. "Qualifying Spend":

- refers to any retail transaction (including face-to-face or online purchases) as defined in clause 1 of the Terms and Conditions Governing OCBC 90°N Card Programme (accessible here); and
- ii. will be determined by its transaction date based on Singapore Timing (UTC+08:00) and must be posted for the spend to be qualified. 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.
- 4. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.
- 5. The Qualifying Spend can be aggregated between Principal and Supplementary Cardmembers of the Card and is only valid for transactions posted.

## **Promotion Mechanics**

- 6. The first 150 Eligible Cardmembers who are New to Bank customers to meet the requirements in these terms and conditions will be able to enjoy S\$150 Cash Rebate.
- 7. The first 150 Eligible Cardmembers who are New to Card customers to meet the requirements in these terms and conditions will be able to enjoy S\$100 Cash Rebate. For avoidance of doubt, applicants who had cancelled existing OCBC Credit Card facilities within the last 12 months prior to this Promotion and re-applied for it under this Promotion will not be considered New to Card customers.

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- 8. The first 200 Eligible Cardmembers who are Existing to Card customers to meet the requirements in these terms and conditions will be able to enjoy S\$50 Cash Rebate.
- Each of the S\$150 Cash Rebate, S\$100 Cash Rebate and S\$50 Cash Rebate shall be referred to as the "Gift". An Eligible Cardmember can only receive a maximum of one (1) Gift under this Promotion.
- 10. Illustration of the total value of the Gift that an Eligible Cardmember may be able to earn (depending on the category that Eligible Cardmember belongs to) is per below:

Category	Earned from Qualifying Spend of S\$1,000
New to OCBC Bank	S\$150 Cash Rebate
New to OCBC Credit Cards	S\$100 Cash Rebate
Existing to OCBC Credit Card	S\$50 Cash Rebate

11. For the avoidance of doubt, the Minimum Spend Requirement must be made by the following Eligible Periods:

Card Approval Month	Applicable Eligible Period (Qualifying Spend end date)
May 2021	Card approval date until 30 June 2021 (date inclusive)
June 2021	Card approval date until 31 July 2021 (date inclusive)

- 12. For the avoidance of doubt, in the event that any person entitled to the Gift is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Gift to another Eligible Cardmember.
- 13. 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 from which the Qualifying Spend is computed is not to be considered a valid transaction and consequently, the Minimum Spend Requirement is not met, the Gift will not be awarded.
- 14. OCBC Bank reserves the right deduct from the Eligible Cardmember's OCBC 90°N Credit Card Account (the "Account") the equivalent value of the Gift if the Eligible Cardmember closes his/her Account during, or within six (6) months from the end of, the Promotion Period. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) claw-back the Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift plus any goods and services tax 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 Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.
- 15. Eligible Cardmembers who are entitled to receive the Gift will be notified after the Promotion has ended and will be credited the cash rebate to their Account 2 months from the applicable Eligible Period (i.e. the Qualifying Spend end date that applies to the relevant Eligible Cardmember).



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16. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

#### General

- 17. The eligibility of any Eligible Cardmember to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 (Cap 53B) to enforce any of these terms and conditions.