

# Terms and Conditions governing the OCBC Cashflo Credit Card S\$60 Cashback Promotion (the "Promotion")

# **Promotion Period**

1. The promotion period will be between 1 July and 30 November 2020 (both dates inclusive) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") in its absolute discretion (the "Promotion Period").

## Eligibility

- 2. You will qualify for the Promotion ("Eligible Cardmember") if:
  - i. you are a new OCBC Cardmember (as defined below);
  - ii. you have received an electronic direct mail (eDM) or an SMS from OCBC Bank inviting you to participate in the Promotion, or you have viewed a Facebook or Instagram advertisement advertising the Promotion;
  - iii. you have applied for the OCBC Cashflo Credit Card (the "Eligible Card") through the link in the eDM, SMS, Facebook or Instagram advertisement;
  - iv. your application for the Eligible Card is approved during the Promotion Period; and
  - v. you have spent a minimum of S\$600 of Qualifying Spend (as defined below) on the Eligible Card within 2 months from the date of approval of the Eligible Card in accordance with these terms and conditions.

### Definitions

- 3. A "new OCBC Cardmember" refers to any person who (i) currently does not hold an existing OCBC Credit Card, and (ii) has not held an OCBC Credit Card in the previous twelve (12) months. Applicants who had cancelled existing OCBC Credit Card facilities within the last twelve (12) months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion are not eligible to participate in the Promotion. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholder are eligible to participate in the Promotion.
- 4. "Qualifying Spend":
  - i. refers to any retail transaction (including face-to-face or online purchases);
  - ii. 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; and
  - iii. 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**

- 5. Subject to the fulfilment of these terms and conditions to the absolute satisfaction of OCBC Bank, an amount of S\$60 cashback (the "Cashback") will be credited into the Eligible Cardmember's OCBC Cashflo Credit Card account. The Cashback will be credited based on the following schedule:
  - a. Qualifying Spend made between 1 July 2020 and 31 July 2020 by 31 August 2020.
  - b. Qualifying Spend made between 1 August 2020 and 31 August 2020 by 30 September 2020.
  - c. Qualifying Spend made between 1 September and 30 September 2020 by 31 October 2020.
  - d. Qualifying Spend made between 1 October 2020 and 31 October 2020 by 30 November 2020.
  - e. Qualifying Spend made between 1 November and 31 November 2020 by 31 December 2020.
  - f. Qualifying Spend made between 1 December and 31 December 2020 by 31 January 2020.
  - g. Qualifying Spend made between 1 January and 31 January 2021 by 28 February 2020.
- 6. For principal Cardmembers with supplementary Cards, the Cashback will be awarded for the aggregated spend on both the principal Credit Card and supplementary Credit Card.
- 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 the Promotion is on top of the maximum S\$100 cashback per month that you can enjoy under the OCBC Cashflo Credit Card terms and conditions.
- 9. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
- 10. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, claw-back, cancel and/or invalidate any Cashback awarded to any Eligible Cardmember without liability. An Eligible Cardmember will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, claw-back, cancellation or invalidation.
- 11. If any Eligible Cardmember 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

- 12. The eligibility of any Eligible Cardmember to 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 (Cap 53B) to enforce any of these terms and conditions.