

Terms & Conditions Governing the OCBC 365 Acquisition Promotion (the “Promotion”)

Promotion Period

1. The promotion period shall run from 25 April 2021 to 31 July 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 (each an “Eligible Cardmember”) if:
 - a. You are a new OCBC Cardmember (as defined below) who has applied for the OCBC 365 Credit Card (the “Card”) online via <https://www.ocbc.com/365card>, and whose Card application is approved, during the Promotion Period;
 - b. you are among the first 800 successful applicants to have spent a minimum of S\$1000 on Qualifying Spend (the “Minimum Spend Requirement”) on your OCBC 365 Credit Card during the Eligible Period;
 - c. Your OCBC 365 Credit Card account is active and in good standing with OCBC Bank during the Promotion Period.

Definitions

3. “Eligible Period” refers to any of the following periods:
 - 1) Card approval date + 30days
e.g. If Cardmember Card approval date is on 30 April 2021; Eligible Period for Cardmember to spend S\$1000 is from 30 April – 29 May 2021
 - 2) Card approval date +31st to 60th day
e.g. If Cardmember Card approval date is on 30 April 2021; Eligible Period for Cardmember to spend S\$1000 is from 30 May – 28 June 2021
4. “New OCBC Cardmember”:
 - a. 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 cardholders who do not hold any OCBC Credit Cards as a principal cardholder are eligible to participate in the Promotion.
5. “Qualifying Spend”:
 - b. refers to any retail transaction (including face to face or online purchases);
 - c. 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

- d. 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 at [Terms and conditions governing OCBC 365 Credit Card Cashback Programme](#); and
- e. 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

- 6. The Eligible Cardmembers who meet the relevant Minimum Spend Requirement during each Eligible Period will earn the cashback (the “**Cashback**”) as set out below:

Eligible period	Spending required	Cashback you can earn
1) Card approval date + 30days	S\$1000	S\$125
2) Card approval date +31 st to 60 th day	S\$1000	S\$125

- 7. Subject to these terms and conditions, an Eligible Cardmember who meets the requirements in these terms and conditions will be entitled to a cashback of S\$125 for each Eligible Period that he/she meets the Minimum Spend Requirement. The Minimum Spend Requirement must be met within the relevant Eligible Period, and will not be accumulated or combined across Eligible Periods.
- 8. The Promotion is limited to the Eligible Cardmembers who meet the conditions during the Eligible Periods. 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 Cardmember.
- 9. 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.
- 10. 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

- 11. Each Eligible Cardmember is only entitled to receive a maximum of S\$250 Cashback (i.e. 1 Cashback per Eligible Period) under the Promotion.
- 12. The total Cashback awarded under the Promotion is **on top of** the maximum S\$80 cashback you can enjoy under [OCBC 365 Credit Card Programme](#).
- 13. The Cashback will be credited based on the following schedule:
 - a. Card approved in the month of **April and May 2021** – by **End August 2021**.
 - b. Card approved in the month of **June 2021** – by **End September 2021**.
 - c. Card approved in the month of **July 2021** – by **End October 2021**

14. The Promotion shall not apply in conjunction with any other privileges or acquisition promotions unless otherwise stated.
15. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
16. 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.
17. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback (which eligibility shall be determined at the discretion of OCBC Bank), 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

18. The eligibility of any Eligible Cardmember to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.