

Terms & Conditions Governing the OCBC 365 Credit Card Chinese New Year Promotion (the “Promotion”)

Promotion Period

1. The promotion period shall run from 1 February 2021 to 31 March 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 an existing holder of an OCBC 365 Credit Card (“Credit Card”);
 - b. 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);
 - c. You are among the first 40,000 customers to have successfully registered for the Promotion via SMS during the Promotion Period according to the format below, and received an SMS from OCBC Bank confirming successful registration:

365CNY <space>Last 6 digits of your OCBC 365 Credit Card to 72377
Example: 365CNY 123456
 - d. Your OCBC 365 Credit Card account is active and in good standing with OCBC Bank during the Promotion Period.

Definitions

3. “Qualifying Spend”:
 - a. refers to any retail transaction (including face to face or online purchases);
 - b. 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, Transit top-up and other bank fees and charges;
 - c. 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
 - d. 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

4. Eligible Cardmembers must spend a minimum of S\$800 of Qualifying Spend (defined in Clause 3) based on posted transactions in a calendar month on the OCBC 365 Credit Card (the "Minimum Spend Requirement") to earn cashback at the following special rates during the Promotion Period:

Transactions	Current OCBC 365 CREDIT CARD CASHBACK PROGRAMME	Promotion (1 February – 31 March 2021)
Transactions at: (i) McDonald's (ii) Deliveroo (iii) Foodpanda (iv) KFC (v) Oddle	6% Cashback	10% Cashback

5. 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.
6. Eligible Cardmembers will only need to register once for the Promotion during the Promotion Period to be eligible for the Promotion. Eligible Cardmembers will be automatically awarded the Cashback if the Qualifying Spend is met in the Promotion Period.
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.

Cashback

8. Each Eligible Cardmember is only entitled to receive a maximum of S\$80 Cashback under the Promotion.
9. The total Cashback awarded under the Promotion will count towards the maximum S\$80 cashback you can enjoy under [OCBC 365 Credit Card Programme](#).
10. The Cashback will be credited based on the following schedule:
 - a. Transactions made in the month of **February 2021** – by **end March 2021**.
 - b. Transactions made in the month of **March 2021** – by **end April 2021**.
11. The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
12. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
13. 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.

14. 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

15. The eligibility of any Eligible Cardmember to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.