

Terms & Conditions Governing the OCBC 365 Credit Card Foreign Currency Promotion (the “Promotion”)

Promotion Period

1. The promotion period shall run from 4 May 2022 to 30 June 2022 (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:
 - a. You are an existing holder of an OCBC 365 Credit Card;
 - b. You have successfully registered for the Promotion via our e-form during the Promotion Period;
 - c. Your OCBC 365 Credit Card account is active and in good standing with OCBC Bank during the Promotion Period.
 - d. You are amongst the first 1,000/500/100 customer to have made a minimum foreign currency spend of S\$5,000, \$10,000 or \$20,000 respectively during the Promotion Period on your OCBC 365 Credit Card (“Minimum Qualifying Foreign Currency Spend”). Details are as illustrated below

Qualifying Foreign Currency Spend	Cashback	Cap
S\$5,000	S\$50	First 1,000 customers
S\$10,000	S\$150	First 500 customers
S\$20,000	S\$400	First 100 customers

Definitions

3. For the purposes of the Promotion and these terms and conditions:

“Qualifying Foreign Currency Spend”:

- a. refers to non-Singapore Dollars 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 in OCBC website > Personal Banking > Cards > OCBC 365 Credit Card; 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. The Eligible Cardmembers who meet the relevant Minimum Qualifying Foreign Currency Spend during the Promotion Period will earn the cashback (the “**Cashback**”) as set out below:

Qualifying Foreign Currency Spend	Cashback	Cap
S\$5,000	S\$50	First 1,000 customers
S\$10,000	S\$150	First 500 customers
S\$20,000	S\$400	First 100 customers

- 5. For the avoidance of doubt, an Eligible Cardmember will only qualify for one cashback quantum during the Promotion Period.
- 6. In addition to earning Cashback, the top 10 Eligible Cardmembers with the highest Qualifying Foreign Currency Spend shall be entitled to receive a Marshall Acton II Bluetooth Speaker (worth S\$469) (“Bluetooth Speaker”).
- 7. The Bluetooth Speaker is provided on an “as is” basis and OCBC Bank shall not be liable for its quality, merchantability or fitness for any purpose. OCBC Bank reserves the right to substitute the Bluetooth Speaker for any other product or reward of a similar or lower value without liability to any person whatsoever.
- 8. The Promotion is limited to the Eligible Cardmembers who meet the conditions during the Promotion Period. For the avoidance of doubt, in the event that any person entitled to the Cashback or the Bluetooth Speaker is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Cashback or Bluetooth Speaker to another Eligible Cardmember.
- 9. For principal cardmembers with supplementary cards, the Cashback will be awarded for the aggregated Qualifying Foreign Currency Spend on both the principal Credit Card and supplementary Credit Card.
- 10. Eligible Cardmembers will only need to register once for the Promotion during the Promotion Period to be eligible for the Promotion.
- 11. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Foreign Currency 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

12. Each Eligible Cardmember is only entitled to receive a maximum of S\$400 Cashback under the Promotion.
13. The total Cashback awarded under the Promotion is **on top of** the maximum S\$80 cashback Eligible Cardmembers can enjoy under OCBC 365 Credit Card Programme (OCBC website > Personal Banking > Cards > OCBC 365 Credit Card).
14. The Cashback will be credited by end of July 2022. A redemption letter will also be mailed over to customers with the top 10 highest Qualifying Foreign Currency Spend to the Bluetooth Speaker.
15. The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
16. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
17. 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 or Bluetooth Speaker 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.
18. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback or Bluetooth Speaker (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the Cashback or Bluetooth Speaker 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 or Bluetooth Speaker at any time, and OCBC Bank shall have the right to debit the value of the Cashback, the Bluetooth Speaker 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 or Bluetooth Speaker be withdrawn, if any Cashback or Bluetooth Speaker is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback or Bluetooth Speaker for whatsoever reasons.

General

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

21. 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.
22. 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.
23. 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.
24. 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.