

# Terms and Conditions Governing the OCBC 90°N New Streaming Service Campaign

### **Promotion Period**

1. The promotion period shall run from 23 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 ("Eligible Cardmember") if:
  - i. You are a principal or supplementary cardholder of the OCBC 90°N Card (the "Card"); and
  - ii. Your Card account is in good standing with OCBC during the Promotion Period.
- 3. This Promotion is capped at the first 3,000 Eligible Cardmembers during the Promotion Period.

### **Promotion Mechanics**

- 4. This Promotion is communicated to Eligible Cardmembers via an SMS (the "Invitation").
- 5. The first 3,000 Eligible Cardmembers to meet the requirements in these terms and conditions will be awarded with 20 Travel\$ for every \$\$5 spent on the streaming service specified in the Invitation (the "Streaming Service"). The 20 Travel\$ awarded under the Promotion will consist of a baseline 6 Travel\$ + 14 bonus Travel\$ (for every \$\$5 spent in local currency).
- 6. The baseline Travel\$ ("Baseline Travel\$") will be credited to your account when the transaction is posted. The bonus Travel\$ ("Bonus Travel\$") will be credited to your account within 2 months after the transaction is posted. 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.
- 7. This Promotion is valid for subscriptions to the Streaming Service that are charged directly to the Card and not via any telecommunication or internet service providers. For avoidance of doubt, in order to participate in this Promotion, the subscriptions should be made via the Streaming Service provider directly.
- 8. Refunded transactions will be deducted from the relevant billed amount taken into consideration for the computation and award of Travel\$. OCBC Bank shall be entitled to deduct, withdraw or cancel any Travel\$ awarded to the Cardmember in respect of such refunded transactions without liability. The Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- 9. For the avoidance of doubt, in the event that any person entitled to the Travel\$ is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Travel\$ to another Eligible Cardmember.



- 10. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Travel\$ (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Travel\$ at any time; or (ii) (where the Travel\$ has been redeemed) claw-back the Travel\$ or request the relevant customer to repay to or compensate OCBC Bank the value of the Travel\$ at any time, and OCBC Bank shall have the right to debit the value of the Travel\$ 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 Travel\$ be forfeited or withdrawn, if any Travel\$ is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Travel\$ for whatsoever reasons.
- 11. OCBC Bank reserves the right to substitute or replace the Travel\$ with any item of similar value at its sole discretion without notice to any person.

### General

- 12. The eligibility of any Eligible Cardmember to receive any Travel\$ 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.