

## Terms and Conditions Governing the OCBC 90°N Visa Card KKDAY Promotion (the "Promotion")

### Promotion Period

1. The promotion period shall be from **15 October 2021 to 15 January 2022** (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

### Eligibility

2. You will be eligible for the Promotion ("Eligible Cardmember") if:
  - i. You are a principal cardholder of a OCBC 90°N Visa Card (the "Eligible Card");
  - ii. You use the Eligible Card to pay for a Qualifying Transaction (as defined below) during the Promotion Period; and
  - iii. Your Eligible Card account is active and in good standing with OCBC Bank during the Promotion Period.

### Definitions

3. A Qualifying Transaction refers to:
  - i. prepaid travel bookings made at <https://www.kkday.com/en-sg> or KKDAY app with promo code "90NVISA" during the Promotion Period by a Cardmember when he/she pays directly to KKDAY, using an Eligible Card issued by OCBC Bank in Singapore, and excludes any Void Transactions; and
  - ii. the activities under the prepaid bookings made during the Promotion Period per Clause 3(i) are completed by 30 June 2022.

Whether a transaction is a "Qualifying Transaction" will be determined by its transaction posting 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.
4. "KKDAY" refers to KKDAY SINGAPORE PTE.LTD the operator of [kkday.com.sg](http://kkday.com.sg).
5. A "Void Transaction" means a booking subsequently cancelled, refunded, charged back, disputed by the Eligible Cardmember, whether resulting from fraud or any other event, or for which KKDAY or the travel service provider does not receive payment.

### Promotion Reward Details

6. Eligible Cardmembers, who meet the conditions set out in these terms and conditions during the Promotion Period, will earn 30 Travel\$ for every S\$5 of Qualifying Transactions (the "Reward"). This will consist of:
  - for every S\$5 spent locally, a baseline 5 Travel\$ + 25 bonus Travel\$; or
  - for every S\$5 spent overseas, a baseline 10 Travel\$ + 20 bonus Travel\$.
7. For the avoidance of doubt, all Travel\$ earned shall be calculated based on each block of S\$5 charged to the Eligible Card per transaction, and Eligible Cardmembers shall not be entitled to any partial or pro-rated award of any Travel\$ for any amount charged that does not amount to a S\$5 block. Amounts charged in multiple transactions will not be combined to make up a S\$5 block. As an illustration, a customer who spends an amount

between S\$10 and S\$14.99 in a single transaction can earn 60 Travel\$. However, a customer who spends S\$4.90 in a single transaction, or who spends S\$2.50 in one transaction and S\$2.50 in another transaction, will not be awarded any Travel\$.

8. The Promotion is applicable for prepaid bookings and does not apply to bookings which are paid at the destination.
9. Travel\$ are awarded based on the amount spent which is inclusive of tax and service charges collected by KKDAY.
10. The bonus Travel\$ will be credited to the Eligible Cardmember's credit card account within 2 calendar months from the Eligible Cardmember's completion of the activity booked.
11. The Promotion is non-transferable, non-exchangeable and cannot be used in conjunction with any other discounts, cashback sites, loyalty programmes, rewards, promotions, discounted items, and fixed price items unless otherwise stated.
12. Travel\$ can only be earned by one Eligible Cardmember per booking and cannot be split between two or more Eligible Cardmembers.
13. KKDAY's usual booking terms and conditions apply.
14. KKDAY and OCBC may vary these terms and conditions or suspend or terminate the Promotion without any notice or liability to any party.
15. The Promotion is independent of, and unrelated to, any offer or arrangement between OCBC and the Eligible Cardmember (payment facility, etc), which is at OCBC's sole discretion and for which OCBC is solely responsible and liable.
16. For principal cardmembers with supplementary cards, the Reward will be awarded for the aggregated spend on both the principal Card and supplementary Card.

#### **General**

17. OCBC 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 person and the dates of the Promotion.
18. The eligibility of each customer to participate in this Promotion and/or to receive the Reward shall be determined at the absolute discretion of OCBC.
19. OCBC reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Transaction under the Promotion. If OCBC in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the Reward will not be awarded.
20. Refunded purchases will be deducted from the relevant monthly billed amount for the computation and award of Travel\$.
21. OCBC reserves the right to claw-back and deduct from any of the Eligible Cardmember's accounts with OCBC the equivalent value of the Reward if the Eligible Cardmember closes his/her Eligible Card Account during, or within six (6) months from the end of, the Promotion Period. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward (which eligibility shall be determined at the discretion of OCBC), OCBC reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the

Reward or request the relevant customer to repay to or compensate OCBC the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward 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 should any Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Reward for whatsoever reasons.

22. The Reward is not transferrable or exchangeable for other items. OCBC reserves the right to replace the Reward with any item of similar value.
23. OCBC 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 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.
24. OCBC 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.
25. The decision of OCBC on all matters relating to this Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions will prevail.
26. These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a participant of this promotion shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.