

Terms and Conditions Governing the OCBC 90°N Card Year-end Top Spenders Promotion

Promotion Period

1. The promotion period shall run from 10 November 2020 to 20 December 2020 (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 an existing OCBC 90°N Cardmember;
 - ii. your OCBC 90°N Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment;
 - iii. you have registered to participate in the promotion via bit.ly/90NFORM; and
 - iv. you are among the top 150 Eligible Cardmembers with the highest amount in Qualifying Spend within the Promotion Period.

Definitions

3. “Qualifying Spend”:

- i. refers to any retail transaction (including face to face or online purchases);
- ii. does not include payments for all card fees and charges, card annual fees, membership fees, renewal fees, Balance Transfer and charges incurred for any Balance Transfer facility, Cash-on-Instalment facility and charges incurred for any Cash-on-Instalment facility, Instalment Payment Plan, Extended Payment Plan, Income Tax payment, interest, late payment charges, Goods and services tax, Cash Advances, bill payments made via Internet Banking, and other fees and charges. It also does not include the payment of funds to prepaid accounts and merchants who are categorised as "payment service providers", which include (without limitation) EZ-Link, NETS FlashPay, eNETS, SAM, Transit Link and AXS. The exclusions are not exhaustive and may be subject to changes from time to time;
- iii. does not include the following organisations or any other organisation as determined by OCBC Bank in its absolute discretion from time to time (each, an “Excluded Organisation”):
 - Charitable/ religious organizations (MCC: 8398, 8661)
 - Real estate agents and managers (MCC: 6513)
 - Utilities (MCC: 4900)
 - Trading Platforms (MCC: 6211, 6051)
 - Government institutions and services (MCC: 9399, 9211, 9222, 9223, 9311, 9402 and 9405)
 - Insurance Underwriting, Premiums (MCC: 6300, 6399, 5960)
 - Prepaid accounts/ prepaid card (MCC: 6540)
 - Education (MCC: 8211, 8220, 8241, 8244, 8249, 8299)
 - Gambling (MCC 7995)
 - Parking Lots, Parking Meters and Garages (MCC: 7523)
 - Nondurable Goods (MCC: 5199)
 - Wire Transfer Money Orders (WTMOs) (MCC: 4829)
 - Financial Institutions – Merchandise, Services, and Debt Repayment (MCC: 6012)
 - Political Organizations (MCC: 8651)

- Banks - Manual Cash disbursement/Automated Cash Disbursement (MCC: 6010, 6012)
 - Cleaning, Maintenance and Janitorial Services (MCC: 7349)
 - Tolls and Bridge Fees (MCC: 4784)
 - Cigars Stores and Stands (MCC: 5993)
 - Automobile Associations (MCC: 8675)
 - Labor Union (MCC: 8699)
- iv. does not include:
- Transactions under Transportation and Tolls MCC 4111/4121/4131 except for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ Prime Taxi/ HDT Taxi)
 - Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062
- v. 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.
4. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.

Promotion Mechanics

5. The top 150 Eligible Cardmembers with the highest Qualifying Spend will receive rewards according to the following order:

Ranking based on Qualifying Spend definition in clause 3	Rewards (each, a "Gift")
1 st to 3 rd place	Dyson Pure Cool Air Purifier Tower Fan TP04 (worth S\$999.00)
4 th to 20 th place	Garmin Venu Sq – GPS Smartwatch (worth S\$379.00)
21 st to 85 th place	JBL Live 300TWS True wireless in-ear headphones with Smart Ambient (worth S\$219.00)
86 th to 150 th place	S\$50 Takashimaya Vouchers

6. The Promotion is limited to the top 150 Eligible Cardmembers who meet the conditions in Clause 2 during the Promotion Period. For the avoidance of doubt, in the event that any person entitled to the Gift is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Gift to another Eligible Cardmember.

7. For principal cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on OCBC 90°N Card on both the principal credit card and supplementary credit card.
8. Each Eligible Cardmember is entitled to a maximum of one (1) Gift upon meeting the terms and conditions of this Promotion, in accordance with the order established in Clause 5 above.
9. 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 from which the Qualifying Spend is computed is not to be considered a valid transaction, the Gift will not be awarded.
10. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's OCBC 90°N Card account (the "Account") the equivalent value of the Gift if the Eligible Cardmember closes his/her 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 Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) claw-back the Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift 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 Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

Gift

11. Eligible Cardmembers who qualify to receive the Gift will be notified latest by 28 February 2021.
12. Terms and Conditions of each Gift will apply, full details will be sent together with the redemption letter.
13. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

General

14. The eligibility of any Eligible Cardmember to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.