

## **Terms & Conditions Governing the 90°N Cards and Travel with OCBC Promotion (the “Promotion”) Promotion Period**

1. The promotion period shall run from 1 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 (each an “Eligible Cardmember”) if:
3. You are an existing OCBC 90°N Mastercard or Visa Cardmember (“90N °N Card”);
4. you have received 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);
5. you have spent a minimum of S\$200 on Qualifying Spend (the “Minimum Spend Requirement”) on your 90°N Card during Promotion Period (as defined below) and you are among the first 200 Eligible Cardmembers to do so; and
6. Your 90°N Card account (“Account”) is active and in good standing with OCBC Bank during the Promotion Period.

### **Definitions**

“Qualifying Spend”:

7. refers to any retail transaction (including face to face or online purchases);
8. 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, bus/MRT transactions, Transit top-up, contactless payments and other bank fees and charges;
9. 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 90°N VISA CARD PROGRAMME or Terms and conditions governing OCBC 90°N MASTERCARD PROGRAMME; and
10. 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**

11. The first 200 Eligible Cardmembers who meet the requirements in these terms and conditions will be able to enjoy a S\$100 Travel with OCBC voucher.
12. The S\$100 Travel with OCBC e-voucher shall be referred to as the “Gift”. An Eligible Cardmember can only receive a maximum of one (1) Gift under this Promotion.
13. 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.

14. 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 Gift will not be awarded.
15. OCBC Bank reserves the right deduct from the Eligible Cardmember's OCBC 90°N Credit Card 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.
16. Eligible Cardmembers who are entitled to receive the Gift will be notified by SMS within 2 months after Promotion Period.
17. 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.

#### **18. Gift**

19. All travel related services (hotel, flight or car rental booking) ("Bookings") are provided by Ascenda Loyalty Pte Ltd (for accommodation bookings) and Ascenda Travel Pte Ltd (for flight and car rental bookings) (collectively, the "Merchants").
20. The relevant coupon code must be manually applied and reflected at check out to enjoy the Gift.
21. The Gift is applicable on the amount payable by cash only. Should the cash amount paid be less than the value of the Gift, any excess or unutilised value of the Gift shall be forfeited and not be refundable or exchangeable.
22. Payment must be made with OCBC 90°N Cards only.
23. Bookings are subject to availability and the Merchants' terms and conditions (including without limitation, terms relating to cancellation and/or amendment of Bookings). Please contact the Merchants for full details.
24. Each Eligible Cardmember may only redeem the Gift once. For avoidance of doubt, the Gift shall not apply to any subsequent Bookings made by the Eligible Cardmember, whether for the Eligible Cardmember himself/herself or for another person.
25. Any cancellation or change fees (stated as a percentage) shall be applied to the final, discounted Booking amount. In addition, there may be a fixed administrative fee for

cancelling or changing a Booking in accordance with the general Travel Portal Terms of Use (<https://www.travelwithocbc.com/terms/ocbc-terms-conditions>).

26. Any refunds will be credited to the credit/debit card account(s) used by the Eligible Cardmember in cash and/or OCBC reward points, as applicable, in the same proportion that the Booking was paid for. In the event where the original amount paid by the Eligible Cardmember is insufficient to cover the Merchants' administrative fee and additional supplier's cancellation or change fees, the Merchants will charge the relevant Eligible Cardmember through manual payment.
27. The Eligible Cardmember shall not be entitled to any refund of the Gift, or to any discount for any subsequent booking made, in the event that the Eligible Cardmember's first Booking is cancelled.
28. The Gift is non-transferable and cannot be used in conjunction with other promotions, vouchers, discounts, loyalty programmes and/or privilege card(s) unless otherwise stated.
29. The Gift is not exchangeable for cash, kind or other goods and services.
30. The Gift is valid only for qualifying purchases made online through the Travel Portal at the time of purchase and cannot be claimed after the Eligible Cardmember has confirmed his/her Booking.

#### **General**

31. The eligibility of any Eligible Cardmember to receive the Gift shall be determined at the absolute discretion of OCBC Bank.
32. 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.
33. 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.
34. 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.
35. 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.

36. 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.