

## Terms and Conditions Governing the OCBC Christmas Spend & Get Promotion 2022

### Promotion Period

1. The Promotion Period shall run from 7 November 2022 to 26 December 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:
  - i. you are an existing main OCBC Credit or Debit Cardmember. Supplementary Cardmembers will not be eligible for the Promotion;
  - ii. your OCBC Credit or Debit Card accounts are active and in good standing with OCBC Bank from the start of the Promotion Period until six (6) months after the end of the Promotion Period; and
  - iii. you have registered to participate in the promotion by sending an SMS to 72377 from your registered mobile number with OCBC Bank, in the following format:  
 XMAS<space>Date of birth in DDMMYYYY (e.g. XMAS 01011988)

### Definitions

3. “Qualifying Spend”:
  - i. refers to any retail transaction (including face-to-face or online purchases) made on any OCBC Credit or Debit card;
  - ii. refers to Scan and Pay transaction via OCBC Digital or OCBC Pay Anyone™, i.e. a (i) successful peer-to-merchant payment whether made through PayNow QR, PayNow UEN, Mastercard QR, NETS QR via OCBC apps; or (ii) AXS bill payment made via OCBC Pay Anyone™;
  - iii. does not include payments or transactions relating to all card fees and charges, annual card fees, interest, late payment charges, goods and services taxes, cash advances, balance transfers, other bank fees and charges, income tax payment, bill payments made via Internet Banking and AXS, membership fees, NETS point-of-sale transactions, funds to pre-paid accounts and merchants who are categorized as “payment service providers” including (without limitation) EZ-Link, NETS FlashPay, Transit Link, GrabPay, Youtrip, Shopee Pay, Singtel Pay;
  - iv. does not include transactions made with the following Merchant Category Codes (“MCC”):

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities-Electric, Gas, Heating Oil, Sanitary, Water
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing Insurance Services
5993	Cigars, Stores and Stands
6010	Member Financial Institution–Manual Cash Disbursements
6012	Member Financial Institution–Merchandise and Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers–Rentals
6540	Non-Financial Institutions – Stored Value Card Purchase/Load

7349	Cleaning, Maintenance and Janitorial Services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools and Educational Services–Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8651	Organizations, Political
8661	Organizations, Religious
8675	Automobile Associations
8699	Organizations, Membership–Not Elsewhere Classified (Labor Union)
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant's registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant's MCC.

- v. will be determined by its transaction date based on Singapore Timing (UTC+08:00) and must be posted for the spend to be qualified. 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; and
  - vi. will only include monthly charges under the interest-free instalment plans based on amounts posted during the Promotion Period, where the total spend is paid for in the form of an instalment plan. By way of illustration, if the total spend is S\$12,000 to be paid for in a 12-month instalment plan, where monthly instalments of S\$1,000 are paid each on 10 November 2022 and 10 December 2022, the total Qualifying Spend will be S\$2,000.
4. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Transaction".
  5. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.

### Promotion Mechanics

6. Eligible Cardmembers who meet the minimum amounts of Qualifying Spend ("Minimum Qualifying Spend") during the Promotion Period will receive the Gifts as set out in the table below.

Minimum Qualifying Spend	Gift	Redemption Cap
Tier 1 - S\$8,000	Apple Watch Series 8 GPS 41mm Aluminum Case with	800

	Sport Band – Regular (worth S\$599)	
Tier 2 - S\$12,000	2D1N stay at W Singapore – Sentosa Cove with breakfast for two (worth S\$1,065)	400

7. Eligible Cardmembers who meet the Minimum Qualifying Spend for Tier 2 will not be permitted to opt to receive the Tier 1 Gift instead.
8. The Minimum Qualifying Spend must comprise a minimum of 5 separate transactions, and may only comprise a maximum of S\$500 in Scan and Pay transactions made via OCBC Digital or OCBC Pay Anyone™.
9. The Gift for each Tier is limited to the redemption caps as stated in the table above. 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.
10. In the event that an Eligible Cardmember meets the Minimum Qualifying Spend for the Tier 2 Gift but the Tier 2 redemption cap has already been met, the Eligible Cardmember will qualify for the Tier 1 Gift, provided the Tier 1 redemption cap has not yet been met on the date the Eligible Cardmember meets the Minimum Qualifying Spend for Tier 1.
11. For principal cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on both the principal card and supplementary card.
12. Each Eligible Cardmember is entitled to a maximum of one (1) Gift upon meeting the terms and conditions of this Promotion.
13. 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.
14. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's OCBC Card account (the "Account") the equivalent value of the Gift in the event the Account is closed or terminated by the Cardmember or OCBC Bank, 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**

15. Eligible Cardmembers who qualify to receive the Gift will be notified by 10 February 2023 via email sent to the Eligible Cardmember's registered email address with OCBC Bank.
16. Redemption of the Gift is subject to merchant's terms and conditions. Full details will be sent in an Electronic Direct Mailer ("EDM") to the Eligible Cardmember's registered email address with OCBC Bank.

17. Where applicable, the Gift must be redeemed within the stipulated timeframe stated in the EDM and no late redemption will be entertained.
18. The Gift is strictly not refundable and cannot be replaced if lost, damaged or expired. The Gift is strictly not exchangeable for cash.
19. 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**

20. The eligibility of any Eligible Cardmember to participate in this Promotion and/or to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 2001 to enforce any of these terms and conditions.