

## **Terms and Conditions governing the OCBC Credit Card S\$50 foodpanda eVoucher Campaign (the “Promotion”)**

### **Promotion Period**

1. The Promotion period will be between 8 April 2022 to 7 May 2022 (both dates inclusive) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) in its absolute discretion (the “Promotion Period”).

### **Eligibility**

2. You will qualify for the Promotion (“Eligible Cardmember”) if:
  - i. you are an existing holder of any of the following OCBC Credit Cards (the “Eligible Card”):
    - a. OCBC Cashflo Credit Card;
    - b. OCBC Great Eastern Cashflo Credit Card; or
    - c. BEST-OCBC Credit Card;
  - ii. 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 transferable);
  - iii. you have spent a minimum of S\$900 on Qualifying Spend (defined below) during the Promotion Period in accordance with the terms and conditions of the Promotion (“Minimum Qualifying Spend”); and
  - iv. your Eligible Card account (“Card Account”) is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment.

### **Definitions**

3. “Qualifying Spend”:
  - i. refers to any retail transaction (including face to face or online purchases) made locally or overseas on the Eligible Card; and
  - ii. 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, merchant-initiated Instalment plans and other bank fees and charges; and
  - iii. 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. Retail transactions charged to the Eligible Card but which have yet to be posted to the Card Account during the Promotion Period will not be taken into account in the computation of Qualifying Spend.

## Promotion Mechanics

4. Subject to the fulfilment of the requirements in these terms and conditions to the absolute satisfaction of OCBC Bank, Eligible Cardmembers will be entitled to receive S\$50 worth of foodpanda eVoucher (the "Gift"). The Gift will be sent via SMS to the Eligible Cardmember's registered mobile number with OCBC Bank by 31 July 2022 and will be issued in the form of a promotional code provided by UNIQQIFT.
5. The Gift will be valid for redemption 4 months from the date the Gift is sent to the Eligible Cardmember. No further extension will be provided.
6. The Gift is strictly not refundable and cannot be replaced if lost, damaged, or expired.
7. The Gift is strictly not exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services.
8. 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.
9. For principal Cardmembers with supplementary Cards, the Gift will be awarded for the aggregated spend on both the principal credit card and supplementary credit card of the Eligible Card.
10. 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.
11. Refunded transactions will not count towards the Minimum Qualifying Spend and award of The Gift.
12. OCBC Bank reserves the right to claw-back and deduct from any account(s) of the Eligible Cardmember the equivalent value of the Gift if the Eligible Cardmember closes his/her 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 Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the Gift at any time; or (ii) 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 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 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.

## General

13. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Gift shall be determined at the absolute discretion of OCBC Bank.
14. 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.
15. 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 (including the Gift). 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.
16. 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.
17. 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.
18. 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.

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