

## Terms and Conditions Governing the OCBC 90°N Card FX Campaign (the "Promotion")

## **Promotion Period**

1. The Promotion Period shall run from 01 December 2023 to 29 February 2024 (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:

- a. you are an existing Principal Cardmember of an Eligible Card (as defined below);
- b. you have received an official SMS, EDM or Push Notification message (an "Invitation") from OCBC to participate in this Promotion. For avoidance of doubt, the Invitation to participate is not transferrable;
- c. you have enrolled in this Promotion by sending an SMS to 72377 with: 90NFX23 <space> Last 8 digits of your 90°N card number (E.g. 90NFX23 12345678) and ensured that the details in the SMS are correct for OCBC Bank's processing;
- d. your Eligible Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment;
- e. you are one of the first 300 Eligible Cardmembers who have spent a minimum of \$\$3,000 of Qualifying Spend ("Minimum Qualifying Spend") during each Qualifying Period (as defined below) on your Eligible Card in accordance with the terms and conditions of the Promotion.

#### Definitions

- 3. "Eligible Cards" means any of the following OCBC Cards:
  - a. OCBC 90°N Mastercard
  - b. OCBC 90°N Visa Card
- 4. "Qualifying Spend":
  - a. refers to any retail transaction (including face to face or online purchases) made in any currency;
  - b. 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 and other bank fees and charges;
  - c. 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 in the Terms and conditions governing the OCBC 90°N Card programme (available at OCBC website > Personal Banking > Cards > OCBC 90°N Card).
  - d. 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.

- 5. "Eligible Spend":
  - a. refers to any retail transaction (including face to face or online purchases) made in foreign currency (non-SGD);
  - b. 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 and other bank fees and charges;
  - c. 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 in the Terms and conditions governing the OCBC 90°N Card programme (available at OCBC website > Personal Banking > Cards > OCBC 90°N Card).
  - d. 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.
- 6. 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.
- 7. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Transaction".
- 8. "Qualifying Period" refers to:
  - a. Qualifying Period 1: 01 December 2023 31 December 2023 (dates inclusive)
  - b. Qualifying Period 2: 01 January 2024 31 January 2024 (dates inclusive)
  - c. Qualifying Period 3: 01 February 2024 29 February 2024 (dates inclusive)

#### **Promotion Mechanics**

- Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period will earn 20 90°N Miles for every S\$5 of Eligible Spend. For avoidance of doubt, the 20 90°N Miles consists of 10.5 Base 90°N Miles + 9.5 Bonus 90°N Miles (the "Reward").
- 10. During each Qualifying Period, Bonus 90°N Miles are capped at the first S\$3,000 of Eligible Spend per Eligible Cardmember.
- 11. Base 90°N Miles will be credited into the Eligible Cardmember's Eligible Card account once the transaction is posted. Bonus 90°N Miles will be credited into the Eligible Cardmember's Eligible Card account by within 3 months from the end of each Qualifying Period.
- 12. The computation of Qualifying Spend and Eligible Spend will only begin in the Qualifying Period that the Eligible Cardmember has enrolled in this Promotion. For avoidance of doubt, each Eligible Cardmember only needs to enrol once for this Promotion. For example, if an Eligible Cardmember enrols for this Promotion on 20 November 2023, his Qualifying Spend and Eligible Spend will be counted from:
  - a. 01 December 2023 31 December 2023 for Qualifying Period 1
  - b. 01 January 2024 31 January 2024 for Qualifying Period 2 (no further enrolment needed)
  - c. 01 February 2024 29 February 2024 for Qualifying Period 3 (no further enrolment needed)

# **Illustration**

Qualifying Period	Met Qualifying Spend?	Part of first 300 to meet Qualifying Spend?	Eligible Spend amount	90°N Miles awarded
1	Yes – His Qualifying Spend is S\$3,000 (S\$2,000 in SGD and S\$1,000 in foreign currency)	Yes	S\$1,000	4,000 90°N Miles • 2,100 Base • 1,900 Bonus
2	No – His Qualifying Spend is S\$2,000 (S\$1,000 in SGD and S\$1,000 in foreign currency)	-	S\$1,000	0
3	Yes – His Qualifying Spend is S\$3,000 (S\$1,000 in SGD and S\$2,000 in foreign currency)	No	S\$2,000	0

Scenario 2: The Eligible Cardmember enrolls for this Promotion on 1 January 2024.

Qualifying Period	Met Qualifying Spend?	Part of first 300 to meet Qualifying Spend?	Eligible Spend amount	90°N Miles awarded
1	NA as he only enrolled in Qualifying Period 2	-	-	-
2	Yes – His Qualifying Spend is S\$4,000 (S\$2,000 in SGD and S\$2,000 in foreign currency)	Yes	S\$2,000	8,000 90°N Miles • 4,200 Base • 3,800 Bonus
3	Yes – His Qualifying Spend is S\$4,000 (S\$0 in SGD and S\$4,000 in foreign currency)	Yes	S\$4,000	<ul> <li>14,100 90°N Miles</li> <li>8,400 Base (uncapped)</li> <li>5,700 Bonus (capped at first \$\$3,000 Eligible Spend)</li> </ul>

- 13. Refunded transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend and Eligible Spend for the awarding of 90°N Miles.
- 14. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardmember's accounts with OCBC Bank 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 Bank), OCBC Bank 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 Bank 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 Bank should any Reward be forfeited or withdrawn, if any Reward is

reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

- 15. The Reward is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Reward with any item of similar value.
- 16. OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to deduct, withdraw or cancel any Reward awarded to you without liability. Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- 17. The Reward will be awarded in accordance with, among other things, the relevant recognized universal merchant category codes designated by the relevant merchant. As such, OCBC Bank shall not be liable in any way whatsoever to reward any Reward or compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember if a relevant merchant classifies its universal merchant category code inaccurately and thereby causing the inability of OCBC Bank to reward any Reward to any Cardmember.
- 18. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.

### General

- 19. The eligibility of any Eligible Cardmember to participate in this Promotion and/or to receive any Reward shall be determined at the absolute discretion of OCBC Bank.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.

#### Updated 10 November 2023