

## **TERMS AND CONDITIONS GOVERNING OCBC 365 CREDIT CARD CASHBACK PROGRAMME**

The following terms and conditions and any other rules, procedures or instructions which we may issue from time to time (collectively "Terms and Conditions") shall apply to the OCBC 365 Credit Card ("OCBC 365 Card").

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to the OCBC 365 Card. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the OCBC 365 Card.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

### **1. Definitions**

- a) "Base Cashback" refers to cashback awarded every calendar month under Clause 2B.
- b) "Card Transactions" refers to the transactions successfully charged and posted to the Card Account by the Principal and Supplementary Cardmembers in each calendar month, but excludes the Exclusions.
- c) "Cashback" refers to the cashback awarded every calendar month under Clause 2 below.
- d) "Exclusions" refers to the Card Transactions described under Clause 3(b) below.
- e) "Minimum Spend Requirement" refers to all minimum spend requirements set out under Clause 3(a) below.

### **2. Cashback**

The OCBC 365 Card shall come with the following features:

#### **A. Subject to the Minimum Spend Requirement being met:**

##### **a) 5% cashback on "Dining" Card Transactions**

- (i) "Dining" is defined as Card Transactions made in at all restaurants & cafes, caterers and fast food restaurants classified under the Merchant Category Code ("MCC"):
  - MCC 5812 (Restaurants and eating places);
  - MCC 5814 (Fast Food Restaurants); and
  - MCC 5811 (Caterers).

(ii) Cashback on Dining includes :

- all in-store transactions in Singapore and Overseas; and
- Online transactions such as food delivery made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

(iii) For the avoidance of doubt, all Dining transactions below will not be eligible to receive the 5% cashback under this category. Such transactions will only be eligible to receive the Base Cashback:

- hotels and wedding banquet; and
- transactions not made in person such as telephone order or mail order.

**b) 3% cashback on “Groceries” Card Transactions**

(i) “Grocery” is defined as Card Transactions made in all grocery stores classified under the MCC 5411 (Grocery Stores), which includes:

- in-store Card Transactions made in grocery stores in Singapore and Overseas; and
- Online Card Transactions such as grocery delivery made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

**c) 3% cashback on “Land Transport” Card Transactions**

(i) “Land Transport” is defined as Card Transactions classified under the following MCC:

- MCC 4111 (Local/Suburban Commuter Passenger Transportation);
- MCC 4011 (Railroads);
- MCC 4112 (Passenger Railways);
- MCC 4121 (Taxicabs and Limousines); and
- MCC 4131 (Bus Lines, Including Charters, Tour Buses);

and is processed by the respective merchants/acquirers (whether as an online transaction or otherwise) through the Visa/MasterCard Worldwide networks.

(ii) For avoidance of doubt, EZ-Link and Transit Link top up will not be eligible to earn the 3% cashback under this category. Only Account-Based Ticketing and the use of contactless payment for public transport fare payments will be eligible to earn the 3% cashback under this category.

**d) 6% cashback on “Petrol” Card Transactions**

(i) “Petrol” is defined as Card Transactions classified under the following MCC:

- MCC 5541 (Service Stations); and
- MCC 5542 (Automated Fuel Dispensers);

(ii) Cashback on petrol transactions includes all transactions over the counter in

Singapore and Overseas, but excludes fleet card top ups such as Abecha Esso Fleet Card or Speedpass, or such others similar top-up transactions.

**e) 3% cashback on “Recurring Telecommunications bill” and “Recurring Electricity bill” Card Transactions**

- “Recurring Telecommunications bill” is defined as bill payment made to the telecommunication companies in Singapore and is charged to the OCBC 365 Card on a monthly basis via the recurring payment service.
- “Recurring Electricity bill” is defined as bill payment made to the electricity companies in Singapore and is automatically charged to the OCBC 365 Card on a monthly basis via the recurring payment service.

**f) 3% cashback on “Pharmacy” Card Transactions**

(i) “Pharmacy” is defined as Card Transactions made in at all drug stores and pharmacies under the MCC 5912 (Drug Stores, Pharmacies), which includes:

- in-store Card Transactions made in drug stores and pharmacies in Singapore and Overseas; and
- Online Card Transactions such as drug stores and pharmacies delivery made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks.

**g) 3% cashback on “Streaming” Card Transactions**

(i) “Streaming” is defined as Card Transactions classified under the MCC 4899 (Cable, Satellite, and Other Pay Television and Radio Services).

**h) 3% cashback on “Electric Vehicle Charging” Card Transactions**

(i) “Electric Vehicle Charging” is defined as Card Transactions classified under the MCC 5552 (Electric Vehicle Charging).

**B. 0.25% cashback on the following transactions:**

- all Card Transactions if the Minimum Spend Requirement is not met,
- all Card Transactions (excluding Card Transactions under the categories listed at Clause 2A) if the Minimum Spend Requirement is met; and
- Card Transactions expressly stated in Clause 2A(a)(iii) above.

**3. Minimum Spend Requirement**

a) The Minimum Spend Requirement must be met to receive the Cashback listed at Clause 2A above. There is no minimum spend requirement to receive the Base Cashback. The Minimum Spend Requirement can be aggregated between the Principal and Supplementary Cardmembers. The maximum amount of Cashback that one account (the Principal and all Supplementary Cardmembers together) can earn in any calendar month is S\$160.

<b>Minimum Spend Requirement</b>	<b>Cashback Cap</b>
S\$800	S\$80
S\$1,600	S\$160

b) Card transactions made under the following categories in Table 1 below (or any other categories as determined by OCBC Bank in its absolute discretion from time to time) shall not be eligible for any Cashback.

Table 1

<b>MCC</b>	<b>Excluded Categories</b>
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5262	Marketplaces (only for Shopee Pay)
5993	Cigars, Stores and Stands
6010, 6012	Member Financial Institution– Manual Cash Disbursements/ Merchandise And Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300, 5960	Insurance Sales, Underwriting and Premiums/ Direct Marketing Insurance Services
6513	Real Estate Agents and Managers
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, 8220, 8241, 8244, 8249, 8299	Schools, Elementary and Secondary / Colleges, Universities, Professional Schools and Junior Colleges / Schools, Correspondence / Schools, Business and Secretarial / Schools, Trade and Vocational / Schools And Educational Services–Not Elsewhere Classified
8398,8661	Charitable/Religious Organizations
8651	Political Organizations
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
Cashback is not awarded on the following: Annual card fees, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, AXS or SAM network, EZ-Link and Transit Link top up transactions, Shopee Pay and other fees and charges.	

#### 4. General Terms and Conditions

- a) Cashback is computed based on 2 decimal places per transaction without any rounding.
- b) Cashback earned will be credited into the Principal Cardmember's Card Account in the following month based on posted transaction. Cashback earned by a Supplementary Cardmember will be credited to the Card Account of the Principal Cardmember.
- c) The Minimum Spend Requirement can be aggregated between the Principal and Supplementary Cardmembers.
- d) We reserve the right to vary the percentage of the Cashback or revise the Minimum Spend Requirement without notice at any time or from time to time.

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- e) Purchases charged to the OCBC 365 Card but yet to be posted to the Card Account will not be taken into account in the computation of Cashback to be awarded.
- f) Refunded purchases will be deducted from the relevant monthly billed amount for the computation and award of Cashback. Any reversed portion of Cashback will be reflected in the Billing Statement of the following month.
- g) We may retract, deduct and/or re-compute any Cashback awarded if any Cardmember fails to effect due payment for the Card Transactions, abuse the Programme as deemed fit by the bank or if the Card Account is terminated by a Cardmember or the Bank.
- h) Any Cashback awarded will be reflected in the Billing Statement provided on a monthly basis. Such Cashback will be automatically offset against that month's billed amount.
- i) We reserve the right to replace the Cashback with another item or kind of reward as we may determine without notice at any time or from time to time.
- j) We reserve the right at any time without giving any reason or notice to the Cardmember to deduct, withdraw or cancel any Cashback awarded to you without liability. Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- k) The crediting of Cashback to Cardmember's Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the OCBC 365 Card .
- l) Our decision on all matters relating to or in connection with the OCBC 365 Card (including this Programme) shall be final and binding on all Cardmembers.
- m) In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the OCBC 365 Card, these Terms & Conditions shall prevail.
- n) We may, at our sole discretion and without notice, suspend the OCBC 365 Card at any time.
- o) All Cashback will be awarded in accordance with, among other things, the relevant recognised universal merchant category codes designated by the relevant merchant. As such, OCBC Bank shall not be liable in any way whatsoever to reward any Cashback 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 Cashback to any Cardmember.
- p) The main business activity of a merchant and any card transaction performed at these merchants are classified under MCCs assigned by Visa/Mastercard, which are determined by the merchant and the merchant's acquiring bank. The main business activity of a merchant and the assigned MCC is not determined by OCBC Bank.

## **5. Amendments**

We may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and

are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the OCBC 365 Card .

## **6. Rights of third parties**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions.

## **7. Governing law and jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.